



SOLICITATION NO: TIRNO-06-R00008
Comprehensive Real Estate Services
Procurement by Negotiation – Not To Be Publicly Opened
Requirements Contract

NAICS CODE: 531210

SMALL BUSINESS SIZE STANDARD: \$1.5 MILLION

LOCATION OF PERFORMANCE: Throughout the United States, the District of Columbia and the Commonwealth of Puerto Rico.

PERIOD OF PERFORMANCE: From start date (approximately 30 days after award) for one year with four one-year option periods

SOLICITATION ISSUE (POSTING) DATE: May 25, 2006

PRE-PROPOSAL CONFERENCE: (see section L for details)

Date: June 12, 2006

Time: 1:00 p.m.

Location: Oxon Hill, MD

RECEIPT OF PROPOSALS DATE/TIME: June 27, 2006, 4:00P.M. (EST)

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Any questions regarding this solicitation shall be directed to:

INTERNAL REVENUE SERVICE
OFFICE OF PROCUREMENT OPERATIONS
BUILDING OPERATIONS BRANCH
ATTENTION: DONNA ANDERSEN, Contracting Officer
6009 OXON HILL ROAD, 5TH FLR
OXON HILL, MARYLAND 20745
PHONE: (202) 283-1341/ EMAIL: donna.l.andersen@irs.gov

Technical proposals shall be submitted in accordance with instructions in Section L and will be evaluated in accordance with the methodology stated in Section M. Offerors, other than small business concerns, are required to submit a subcontracting plan in support of IRS's Small Business Subcontracting goals and programs.

To date, the Internal Revenue Service has relied upon the General Services Administration (GSA) to obtain leased facilities. GSA has delegated authority for acquisition of leases to the Department of the Treasury; and, and in the future, the IRS intends to perform many of these lease functions in-house. The delegation of authority allows IRS to perform the lease function after first verifying with the GSA that suitable Government-controlled space is not available to meet the needs of the Bureau. The IRS cannot predict the availability of space that may be in GSA's inventory at the time of expiration of IRS leases. Section J, Exhibit 16 of the solicitation, is based upon the number of expiring leases over the next four (4) years. For those leases in excess of the quantity IRS can perform itself, the IRS will order all lease support services from the contractor awarded the Requirements type contract for broker services as a result of this solicitation. In addition, the contemplated contract includes provisions for task orders to provide Architect/Engineering and relocation services should the Lessor decline to provide these services. Task orders requirements will be awarded only for those facilities which the contractor has provided the IRS with broker services.

The GSA delegation of authority requires that all lease functions performed by the IRS comply with applicable Federal laws, regulations, Executive Orders, and the General Services Administration Acquisition Regulation. Therefore, performance of contract services requires expertise in both commercial real estate practices and Federal procurement regulations related to Federal lease acquisition.

While GSA has delegated its multi-year leasing authority to the IRS, the IRS does not currently receive multi-year appropriations to fund leases. The IRS is working to obtain multi-year funding and may have this type of appropriation before the expiration of any contract resulting from this solicitation. However, until multi-year funding is obtained, funding to cover each year's lease may be made available on an annual basis.

Please note you must be registered in the Central Contractor Registration (CCR) Database to receive an award. Registration is done online at www.ccr.gov.

HUBZone firms electing to waive evaluation preference must complete and return the clause in Section I, para I.21, 52.219-4(c) in addition to the clause in Section K, para 5.

SOLICITATION, OFFER AND AWARD		This Contract is a Rated Order Under DPAS (15 CFR 350)		Rating NA	Page 1 of pages 257
2. Contract No.	3. Solicitation No. TIRNO-06-R-00008		4. Solicitation Type <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)	5. Date Issued May 25, 2006	6. Requisition/Purchase No. D-5-D9-01-RE-A03 000
7. Issued By Internal Revenue Service 6009 Oxon Hill Road, 5 th Flr Mailroom Oxon Hill MD 20745			8. Address Offer To (If other than item 7)		Code

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers (see section L) for furnishing services in the Schedule will be received at the place specified in Item 8 until **4:00 P.M. EST, June 27, 2006**.

CAUTION – LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	DONNA ANDERSEN CONTRACTING OFFICER	B. Telephone No. (202- 283-1341) (NO COLLECT CALLS)
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11. TABLE OF CONTENTS (See pages 2 – 6)

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the offeror) from the data for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount for Prompt Payment (See Section I, Clause No. 52.232-8)	10 Calendar Days	20 Calendar Days	30 Calendar Days	_____ Calendar Days
	%	%	%	%
14. Acknowledgment of Amendments <i>The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.</i>	Amendment No.	Date	Amendment No.	Date

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or print)

15B. Telephone No. (Include area code)	15C. Check if Remittance Address is difference from above. Enter such address in Schedule.	17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation	
22. Authority for Using Other Than Full and Open Competition: <input type="checkbox"/> 10 U.S.C. 2304 (c)() <input type="checkbox"/> 41 U.S.C. 253 (c)()		23. Submit Invoices to Address Shown in Section G	Item
24. Administered By (If other than Item 7) Code		Payment Will be Made By Code IRS Beckley Finance Center Tel No 304 256-6000 PO Box 9002 Beckley WV 25802	
26. Name of Contracting Officer (Type or print) Donna Andersen		27. United States of America (Signature of Contracting Officer)	28. Award Date

IMPORTANT – Award will be made on this form, or on Standard Form 26, or by other authorized official written notice.

SECTION B SERVICES AND PRICES

B.1. SERVICES

Contractor shall perform all services in accordance with the requirements outlined in Section C of this contract.

Prior to performance of any contract services, a task order will be awarded in accordance with the ordering procedures stated in [Section F](#). The Contractor shall accept only written task orders issued on a Standard Form (SF) 1449 by a Contracting Officer. **Verbal orders are not authorized.** The roles and authorities of Government personnel are stated in [Section G](#).

The Contractor must comply with personnel qualification requirements including certification, experience, conflict of interest, nondisclosure of procurement sensitive information, a full disclosure of all compensation received from the lessor, and clearances, stated in Section H.

All decisions regarding a lease acquisition made on behalf of the Government are reserved for the Real Property Lease Officer (RPLO). The Contracting Officer's Technical Representative (COTR) for this contract will provide all deliverables submitted by the Contractor to the RPLO assigned to each individual task order awarded under the contract for the lease acquisition.

The Contractor is responsible for providing all deliverables in a timely and professional manner. Multiple task orders may run concurrently, so the Contractor must have the capacity to supply sufficient staff and resources to successfully complete services and meet required delivery dates.

This is a "nonpersonal services contract" as defined in FAR 37.101. It is therefore understood and agreed that the Contractor and/or Contractor employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the Government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of the contract; (3) shall be free from supervision or control by any Government employee but (4) shall, pursuant to the Government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer or the duly authorized representative of the Contracting Officer as necessary to ensure accomplishment of contract objectives. The Contractor is prohibited from performing any inherently governmental functions listed in FAR Part 7.5.

Websites referenced in the RFP are to provide Contractors access to forms; sample documents; and statutes, executive orders, and regulations that govern Federal lease acquisition. As necessary, during the term of the contract, the Contracting Officer or a designated representative may provide updated web addresses. Forms and other samples are for information only and do not relieve the Contractor from responsibility for ensuring all work performed is in accordance with the required statutes, executive orders, regulations or other requirements of the contract.

During the term of the contract, the IRS may adopt new technologies or procedures to improve the lease acquisition process. For example, the IRS may consider the development of an Electronic Lease Management System or E-leasing process. If it is determined to be in the best interest of the Government to implement a new system or process, by accepting award, the Contractor agrees to follow the new procedures or processes. Contractors shall be required to follow new technologies, procedures, regulations or policies that are implemented by the Government during the term of the contract at no cost to the Government. The Government will provide access to governmental software if required for the Contractor to implement new procedures. The Government may provide guidance or training on new procedures during the term of the contract.

The Government may also implement nontraditional and innovative procurement methods and techniques. If it is determined to be in the best interest of the Government to employ new methods or techniques for lease procurements, a Contractor accepting award of the comprehensive real estate services contract agrees to conduct lease acquisitions utilizing the new methods at no additional cost to the Government. In the event new procedures are implemented, guidance will be provided to the Contractors by the Government.

A unilateral modification to the contract will be issued if needed to provide a scope of work for any changed procedures. There will be no change in the compensation arrangement under the contract for the implementation of such changes.

B.2. PRICES

B.2.1 GENERAL

The Government will not make any direct payment or reimbursement to a contractor for contract broker services including, but not limited to any expense associated with the performance of the services, such as travel. Under the terms and conditions of the contract and in accordance with industry practice, a contractor has the opportunity to obtain a substantial monetary benefit by collecting the real estate commission paid by a building owner. The commission negotiated for lease acquisitions performed by a contractor under the contract will be based on a lease term not to exceed the firm term of the lease contract. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease. IRS currently receives only annual appropriations; however, leases will generally have a firm term of five years; however, they may be shorter.

Paragraphs C.6 and C.7 in the performance work statement, Section C of this RFP, are tasks for which fixed price task orders will be awarded.

Offerors shall complete Price Tables set forth in Section B.2, with the "fully loaded" labor rates for each labor category. The term "fully loaded rate" refers to the hourly labor rate for each labor category including overhead, fringe benefits, general and administrative expenses, and profit. Each offeror will place a fully loaded rate for each labor category listed in Section B.2.2. In addition, to be considered for award, the offeror shall complete the Commission Credit Chart in Section B.2.3, providing the amount of the commission that

the broker will forego in the form of rent credit to the lease, and the Indirect Rate chart in Section B.2.4.

For price evaluation purposes only, a sample lease project requiring use of the major tasks outlined in Section C, performance work statement, is included in this solicitation, Section J, Exhibit 14. The offeror's Price Proposal Volume must include a completed pricing worksheet for this sample lease project. This worksheet is described in Section J, Exhibit 14. Complete price proposal instructions are included in Section L, and the complete price evaluation method is stated in Section M.

As described in the RFP, the awardee is required to:

- Attend a post award orientation session and quarterly contract meetings;
- Provide support to the COTR or Legal Counsel for protests, claims, Freedom of Information Act (FOIA), Congressional, or other matters related to task orders performed by the Contractor,
- Prepare monthly reports; and
- Provide market analysis data.

These services will not be reimbursed by the Government.

This is a Requirements Contract, and the Government makes no commitment to order any amount of services, material, travel, other direct costs, or labor hours. See Section B.4.

(End of Page)

B.2.2 ITEMS BEING ACQUIRED/TOTAL PRICE

The contractor shall furnish all personnel, facilities, equipment, material, supplies and services to perform broker tenant representation services and all ancillary services of architect/engineering services and relocation as set forth in the Performance Work Statement, Section C, of this contract.

The fixed priced labor categories and rates shall be used to provide price proposals for all task orders issued under this contract, whether performed by the prime contractor or through a subcontractor. See Section B.4 for limited exceptions.

BASE PERIOD

Item no.	Supplies or services	Unit	Unit Price
0001	Broker tenant representation services (commission to be paid by lessor)	Job	NSP
0002	Architect/Engineer Labor Discipline (PWS, para. C.6)		
0002A	Principal	hr	\$
0002B	Program/Project Director	hr	\$
0002C	Deputy Project Director/Operations Manager	hr	\$
0002D	Project Manager	hr	\$
0002E	Environmental Engineer	hr	\$
0002F	Sr. Environmental Engineer	hr	\$
0002G	Jr. Environmental Engineer	hr	\$
0002H	Mechanical Engineer	hr	\$
0002J	Sr. Mechanical Engineer	hr	\$
0002K	Jr. Mechanical Engineer	hr	\$
0002L	Fire Protection Engineer	hr	\$
0002M	Sr. Fire Protection Engineer	hr	\$
0002N	Jr. Fire Protection Engineer	hr	\$
0002P	Sr. Mechanical Drafter CADD	hr	\$
0002Q	Jr. Mechanical Drafter CADD	hr	\$
0002R	Electrical Engineer	hr	\$
0002S	Sr. Electrical Engineer	hr	\$
0002T	Jr. Electrical Engineer	hr	\$
0002U	Sr. Electrical Drafter CADD	hr	\$
0002V	Jr. Electrical Drafter CADD	hr	\$
0002W	Electrical Designer	hr	\$
0002X	Sr. Electrical Designer	hr	\$
0002Y	Jr. Electrical Designer	hr	\$
0002Z	Structural Engineer	hr	\$
0002AA	Sr. Structural Engineer	hr	\$

0002AB	Jr. Structural Engineer	hr	\$
0002AC	Sr. Structural Drafter CADD	hr	\$
0002AD	Jr. Structural Drafter CADD	hr	\$
0002AE	Project Architect	hr	\$
0002AF	Sr. Project Architect	hr	\$
0002AG	Jr. Project Architect	hr	\$
0002AH	Architectural Designer	hr	\$
0002AJ	Sr. Architectural Designer	hr	\$
0002AK	Jr. Architectural Designer	hr	\$
0002AL	Sr. Architect Drafter CADD	hr	\$
0002AM	Jr. Architect Drafter CADD	hr	\$
0002AN	Space Planner	hr	\$
0002AP	Interior Designer	hr	\$
0002AQ	Sr. Interior Designer	hr	\$
0002AR	Jr. Interior Designer	hr	\$
0002AS	Programmer	hr	\$
0002AT	Sr. Programmer	hr	\$
0002AU	Jr. Programmer	hr	\$
0002AV	Civil Engineer	hr	\$
0002AW	Sr. Civil Engineer	hr	\$
0002AX	Jr. Civil Engineer	hr	\$
0002AY	Civil Designer	hr	\$
0002AZ	Sr. Civil Designer	hr	\$
0002BA	Code Analysis Engineer	hr	\$
0002BB	Sr. Code Analysis Engineer	hr	\$
0002BC	Jr. Code Analysis Engineer	hr	\$
0002BD	Geotechnical Engineer	hr	\$
0002BE	Sr. Geotechnical Engineer	hr	\$
0002BF	Jr. Geotechnical Engineer	hr	\$
0002BG	Graphic Specialist	hr	\$
0002BH	Human Factors Engineer	hr	\$
0002BJ	Sr. Human Factors Engineer	hr	\$
0002BK	O&M Engineer	hr	\$
0002BL	Sr. O&M Engineer	hr	\$
0002BM	Jr. O&M Engineer	hr	\$
0002BN	O&M Technicians	hr	\$
0002BP	Sr. Civil Drafter CADD	hr	\$
0002BQ	Jr. Civil Drafter CADD	hr	\$
0002BR	Project Controls Manager	hr	\$
0002BS	Sr. Project Controls Manager	hr	\$
0002BT	Quality Controls Manager	hr	\$
0002BU	Safety Engineer	hr	\$
0002BV	Financial/Economic Analyst	hr	\$
0002BW	Sr. Financial/Economic Analyst	hr	\$
0002BX	Jr. Financial/Economic Analyst	hr	\$
0002BY	Communication System Manager	hr	\$
0002BZ	Sr. Communication System Manager	hr	\$
0002CA	Jr. Communication System Manager	hr	\$

0002CB	Security System Engineer	hr	\$
0002CD	Sr. Security System Engineer	hr	\$
0002CE	Jr. Security System Engineer	hr	\$
0002CF	Scheduler	hr	\$
0002CG	Sr. Scheduler	hr	\$
0002CH	Specification/Tech Writer	hr	\$
0002CJ	Jr. Specification/Tech Writer	hr	\$
0002CK	Cost Estimator	hr	\$
0002CL	Sr. Cost Estimator	hr	\$
0002CM	Systems Engineer	hr	\$
0002CN	Sr. Systems Engineer	hr	\$
0002CP	Telecommunications Engineer	hr	\$
0002CQ	Sr. Telecommunications Engineer	hr	\$
0002CR	Value Engineer	hr	\$
0002CS	Sr. Value Engineer	hr	\$
0002CT	Clerical	hr	\$
0002CU	Administrative Assistant	hr	\$
0002CV	Sr. Administrative Assistant	hr	\$
0002CW	Jr. Administrative Assistant	hr	\$
0002CX	Contracts Specialist/SBA Outreach/Coordinator	hr	\$
0002CY	Document Control Specialist	hr	\$
0002CZ	Relocation Planner	hr	\$
0002DA	Sr. Relocation Planner	hr	\$
0002DB	Construction Manager/Administration	hr	\$
0002DC	Constructability Reviewer	hr	\$
0002DD	Sr. Constructability Reviewer	hr	\$
0002DE	Construction Specialist/Inspector	hr	\$
0002DF	Sr. Construction Specialist/Inspector	hr	\$
0002DG	Jr. Construction Specialist/Inspector	hr	\$
0002DH	Consultant	hr	\$
0002DJ	Sr. Consultant	hr	\$
0002DK	Jr. Consultant	hr	\$
0002DL	Industrial Hygienist	hr	\$
0003	Relocation Planning Labor Rates (PWS, para. C.7)		
0003A	General Project Management		
0003AA	Principal	hr	\$
0003AB	Project Director	hr	\$
0003AC	Senior Project Manager	hr	\$
0003AD	Project Manager	hr	\$
0003AE	Specifications Writer	hr	\$
0003AF	Budget/Cost Analyst	hr	\$
0003B	Facility Planning Support (PWS, para C.7.2)		
0003BA	Senior Strategic Planner	hr	\$
0003BB	Strategic Planner	hr	\$

0003BC	Process Analyst	hr	\$
0003C	<i>Programming, Space Planning & Furniture Management (PWS, para. C.7.3)</i>		
0003CA	Facility Planner	hr	\$
0003CB	Asset Manager	hr	\$
0003D	<i>Relocation Management/Systems Integration Coordination (PWS, para.C.7.5)</i>		
0003DA	Relocation Specialist	hr	\$
0004	Project Manager (PWS, para. C.5)	hr	\$
0004	SF 294 and SF 295 Reports	ea	NSP*

*NSP = Not Separately Price

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OPTION PERIOD ONE

Item no.	Supplies or services	Unit	Unit Price
1001	Broker tenant representation services (commission to be paid by lessor)	Job	NSP
1002	Architect/Engineer Labor Discipline (PWS, para. C.6)		
1002A	Principal	hr	\$
1002B	Program/Project Director	hr	\$
1002C	Deputy Project Director/Operations Manager	hr	\$
1002D	Project Manager	hr	\$
1002E	Environmental Engineer	hr	\$
1002F	Sr. Environmental Engineer	hr	\$
1002G	Jr. Environmental Engineer	hr	\$
1002H	Mechanical Engineer	hr	\$
1002J	Sr. Mechanical Engineer	hr	\$
1002K	Jr. Mechanical Engineer	hr	\$
1002L	Fire Protection Engineer	hr	\$
1002M	Sr. Fire Protection Engineer	hr	\$
1002N	Jr. Fire Protection Engineer	hr	\$
1002P	Sr. Mechanical Drafter CADD	hr	\$
1002Q	Jr. Mechanical Drafter CADD	hr	\$
1002R	Electrical Engineer	hr	\$
1002S	Sr. Electrical Engineer	hr	\$
1002T	Jr. Electrical Engineer	hr	\$
1002U	Sr. Electrical Drafter CADD	hr	\$
1002V	Jr. Electrical Drafter CADD	hr	\$
1002W	Electrical Designer	hr	\$
1002X	Sr. Electrical Designer	hr	\$
1002Y	Jr. Electrical Designer	hr	\$
1002Z	Structural Engineer	hr	\$
1002AA	Sr. Structural Engineer	hr	\$
1002AB	Jr. Structural Engineer	hr	\$
1002AC	Sr. Structural Drafter CADD	hr	\$
1002AD	Jr. Structural Drafter CADD	hr	\$
1002AE	Project Architect	hr	\$
1002AF	Sr. Project Architect	hr	\$
1002AG	Jr. Project Architect	hr	\$
1002AH	Architectural Designer	hr	\$
1002AJ	Sr. Architectural Designer	hr	\$
1002AK	Jr. Architectural Designer	hr	\$
1002AL	Sr. Architect Drafter CADD	hr	\$

1002AM	Jr. Architect Drafter CADD	hr	\$
1002AN	Space Planner	hr	\$
1002AP	Interior Designer	hr	\$
1002AQ	Sr. Interior Designer	hr	\$
1002AR	Jr. Interior Designer	hr	\$
1002AS	Programmer	hr	\$
1002AT	Sr. Programmer	hr	\$
1002AU	Jr. Programmer	hr	\$
1002AV	Civil Engineer	hr	\$
1002AW	Sr. Civil Engineer	hr	\$
1002AX	Jr. Civil Engineer	hr	\$
1002AY	Civil Designer	hr	\$
1002AZ	Sr. Civil Designer	hr	\$
1002BA	Code Analysis Engineer	hr	\$
1002BB	Sr. Code Analysis Engineer	hr	\$
1002BC	Jr. Code Analysis Engineer	hr	\$
1002BD	Geotechnical Engineer	hr	\$
1002BE	Sr. Geotechnical Engineer	hr	\$
1002BF	Jr. Geotechnical Engineer	hr	\$
1002BG	Graphic Specialist	hr	\$
1002BH	Human Factors Engineer	hr	\$
1002BJ	Sr. Human Factors Engineer	hr	\$
1002BK	O&M Engineer	hr	\$
1002BL	Sr. O&M Engineer	hr	\$
1002BM	Jr. O&M Engineer	hr	\$
1002BN	O&M Technicians	hr	\$
1002BP	Sr. Civil Drafter CADD	hr	\$
1002BQ	Jr. Civil Drafter CADD	hr	\$
1002BR	Project Controls Manager	hr	\$
1002BS	Sr. Project Controls Manager	hr	\$
1002BT	Quality Controls Manager	hr	\$
1002BU	Safety Engineer	hr	\$
1002V	Financial/Economic Analyst	hr	\$
1002W	Sr. Financial/Economic Analyst	hr	\$
1002BX	Jr. Financial/Economic Analyst	hr	\$
1002BY	Communication System Manager	hr	\$
1002BZ	Sr. Communication System Manager	hr	\$
1002CA	Jr. Communication System Manager	hr	\$
1002CB	Security System Engineer	hr	\$
1002CD	Sr. Security System Engineer	hr	\$
1002CE	Jr. Security System Engineer	hr	\$
1002CF	Scheduler	hr	\$
1002CG	Sr. Scheduler	hr	\$
1002CH	Specification/Tech Writer	hr	\$
1002CJ	Jr. Specification/Tech Writer	hr	\$
1002CK	Cost Estimator	hr	\$
1002CL	Sr. Cost Estimator	hr	\$
1002CM	Systems Engineer	hr	\$

1002CN	Sr. Systems Engineer	hr	\$
1002CP	Telecommunications Engineer	hr	\$
1002CQ	Sr. Telecommunications Engineer	hr	\$
1002CR	Value Engineer	hr	\$
1002CS	Sr. Value Engineer	hr	\$
1002CT	Clerical	hr	\$
1002CU	Administrative Assistant	hr	\$
1002CV	Sr. Administrative Assistant	hr	\$
1002W	Jr. Administrative Assistant	hr	\$
1002CX	Contracts Specialist/SBA Outreach/Coordinator	hr	\$
1002CY	Document Control Specialist	hr	\$
1002CZ	Relocation Planner	hr	\$
1002DA	Sr. Relocation Planner	hr	\$
1002DB	Construction Manager/Administration	hr	\$
1002DC	Constructability Reviewer	hr	\$
1002DD	Sr. Constructability Reviewer	hr	\$
1002DE	Construction Specialist/Inspector	hr	\$
1002DF	Sr. Construction Specialist/Inspector	hr	\$
1002DG	Jr. Construction Specialist/Inspector	hr	\$
1002DH	Consultant	hr	\$
1002DJ	Sr. Consultant	hr	\$
1002DK	Jr. Consultant	hr	\$
1002DL	Industrial Hygienist	hr	\$
1003	Relocation Planning Labor Rates (PWS, para. C.7)		
1003A	General Project Management		
1003AA	Principal	hr	\$
1003AB	Project Director	hr	\$
1003AC	Senior Project Manager	hr	\$
1003AD	Project Manager	hr	\$
1003AE	Specifications Writer	hr	\$
1003AF	Budget/Cost Analyst	hr	\$
1003B	Facility Planning Support (PWS, para.C.7.2)		
1003BA	Senior Strategic Planner	hr	\$
1003BB	Strategic Planner	hr	\$
1003BC	Process Analyst	hr	\$
1003C	Programming, Space Planning & Furniture Management (PWS, para.C.7.3)		
1003CA	Facility Planner	hr	\$
1003CB	Asset Manager	hr	\$
1003D	Relocation Management/Systems Integration Coordination (C.7.5)		

1003DA	Relocation Specialist	hr	\$
1004	Project Manager (PWS , para. C.5)	Hr	\$
1005	SF 294 and SF 295 Reports	ea	NSP*

*NSP = Not Separately Price

(End of Page)

OPTION PERIOD TWO

Item no.	Supplies or services	Unit	Unit Price
2001	Broker tenant representation services (commission to be paid by lessor)	Job	NSP
2002	Architect/Engineer Labor Discipline (PWS, para. C.6)		
2002A	Principal	hr	\$
2002B	Program/Project Director	hr	\$
2002C	Deputy Project Director/Operations Manager	hr	\$
2002D	Project Manager	hr	\$
2002E	Environmental Engineer	hr	\$
2002F	Sr. Environmental Engineer	hr	\$
2002G	Jr. Environmental Engineer	hr	\$
2002H	Mechanical Engineer	hr	\$
2002J	Sr. Mechanical Engineer	hr	\$
2002K	Jr. Mechanical Engineer	hr	\$
2002L	Fire Protection Engineer	hr	\$
2002M	Sr. Fire Protection Engineer	hr	\$
2002N	Jr. Fire Protection Engineer	hr	\$
2002P	Sr. Mechanical Drafter CADD	hr	\$
2002Q	Jr. Mechanical Drafter CADD	hr	\$
2002R	Electrical Engineer	hr	\$
2002S	Sr. Electrical Engineer	hr	\$
2002T	Jr. Electrical Engineer	hr	\$
2002U	Sr. Electrical Drafter CADD	hr	\$
2002V	Jr. Electrical Drafter CADD	hr	\$
2002W	Electrical Designer	hr	\$
2002X	Sr. Electrical Designer	hr	\$
2002Y	Jr. Electrical Designer	hr	\$
2002Z	Structural Engineer	hr	\$
2002AA	Sr. Structural Engineer	hr	\$
2002AB	Jr. Structural Engineer	hr	\$
2002AC	Sr. Structural Drafter CADD	hr	\$
2002AD	Jr. Structural Drafter CADD	hr	\$
2002AE	Project Architect	hr	\$
2002AF	Sr. Project Architect	hr	\$
2002AG	Jr. Project Architect	hr	\$
2002AH	Architectural Designer	hr	\$
2002AJ	Sr. Architectural Designer	hr	\$
2002AK	Jr. Architectural Designer	hr	\$
2002AL	Sr. Architect Drafter CADD	hr	\$

2002AM	Jr. Architect Drafter CADD	hr	\$
2002AN	Space Planner	hr	\$
2002AP	Interior Designer	hr	\$
2002AQ	Sr. Interior Designer	hr	\$
2002AR	Jr. Interior Designer	hr	\$
2002AS	Programmer	hr	\$
2002AT	Sr. Programmer	hr	\$
2002AU	Jr. Programmer	hr	\$
2002AV	Civil Engineer	hr	\$
2002AW	Sr. Civil Engineer	hr	\$
2002AX	Jr. Civil Engineer	hr	\$
2002AY	Civil Designer	hr	\$
2002AZ	Sr. Civil Designer	hr	\$
2002BA	Code Analysis Engineer	hr	\$
2002BB	Sr. Code Analysis Engineer	hr	\$
2002BC	Jr. Code Analysis Engineer	hr	\$
2002BD	Geotechnical Engineer	hr	\$
2002BE	Sr. Geotechnical Engineer	hr	\$
2002BF	Jr. Geotechnical Engineer	hr	\$
2002BG	Graphic Specialist	hr	\$
2002BH	Human Factors Engineer	hr	\$
2002BJ	Sr. Human Factors Engineer	hr	\$
2002BK	O&M Engineer	hr	\$
2002BL	Sr. O&M Engineer	hr	\$
2002BM	Jr. O&M Engineer	hr	\$
2002BN	O&M Technicians	hr	\$
2002BP	Sr. Civil Drafter CADD	hr	\$
2002BQ	Jr. Civil Drafter CADD	hr	\$
2002BR	Project Controls Manager	hr	\$
2002BS	Sr. Project Controls Manager	hr	\$
2002BT	Quality Controls Manager	hr	\$
2002BU	Safety Engineer	hr	\$
2002BV	Financial/Economic Analyst	hr	\$
2002BW	Sr. Financial/Economic Analyst	hr	\$
2002BX	Jr. Financial/Economic Analyst	hr	\$
2002BY	Communication System Manager	hr	\$
2002BZ	Sr. Communication System Manager	hr	\$
2002CA	Jr. Communication System Manager	hr	\$
2002CB	Security System Engineer	hr	\$
2002CD	Sr. Security System Engineer	hr	\$
2002CE	Jr. Security System Engineer	hr	\$
2002CF	Scheduler	hr	\$
2002CG	Sr. Scheduler	hr	\$
2002CH	Specification/Tech Writer	hr	\$
2002CJ	Jr. Specification/Tech Writer	hr	\$
2002CK	Cost Estimator	hr	\$
2002CL	Sr. Cost Estimator	hr	\$
2002CM	Systems Engineer	hr	\$

2002CN	Sr. Systems Engineer	hr	\$
2002CP	Telecommunications Engineer	hr	\$
2002CQ	Sr. Telecommunications Engineer	hr	\$
2002CR	Value Engineer	hr	\$
2002CS	Sr. Value Engineer	hr	\$
2002CT	Clerical	hr	\$
2002CU	Administrative Assistant	hr	\$
2002CV	Sr. Administrative Assistant	hr	\$
2002W	Jr. Administrative Assistant	hr	\$
2002CX	Contracts Specialist/SBA Outreach/Coordinator	hr	\$
2002CY	Document Control Specialist	hr	\$
2002CZ	Relocation Planner	hr	\$
2002DA	Sr. Relocation Planner	hr	\$
2002DB	Construction Manager/Administration	hr	\$
2002DC	Constructability Reviewer	hr	\$
2002DD	Sr. Constructability Reviewer	hr	\$
2002DE	Construction Specialist/Inspector	hr	\$
2002DF	Sr. Construction Specialist/Inspector	hr	\$
2002DG	Jr. Construction Specialist/Inspector	hr	\$
2002DH	Consultant	hr	\$
2002DJ	Sr. Consultant	hr	\$
2002DK	Jr. Consultant	hr	\$
2002DL	Industrial Hygienist	hr	\$
2003	Relocation Planning Labor Rates (PWS, para. C.7)		
2003A	General Project Management (
2003AA	Principal	hr	\$
2003AB	Project Director	hr	\$
2003AC	Senior Project Manager	hr	\$
2003AD	Project Manager	hr	\$
2003AE	Specifications Writer	hr	\$
2003AF	Budget/Cost Analyst	hr	\$
2003B	Facility Planning Support (PWS, para. C.7.2)		
2003BA	Senior Strategic Planner	hr	\$
2003BB	Strategic Planner	hr	\$
2003BC	Process Analyst	hr	\$
2003C	Programming, Space Planning & Furniture Management (PWS, para. C.7.3)		
2003CA	Facility Planner	hr	\$
2003CB	Asset Manager	hr	\$
2003D	Relocation Management/Systems Integration Coordination (PWS, para. C.7.5)		

2003DA	Relocation Specialist	hr	\$
2004	Project Manager (PWS. Para. C.5)	hr	\$
2005	SF 294 and SF 295 Reports	ea	NSP*

*NSP = Not Separately Price

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OPTION PERIOD THREE

Item no.	Supplies or services	Unit	Unit Price
3001	Broker tenant representation services (commission to be paid by lessor)	Job	NSP
3002	Architect/Engineer Labor Discipline		
3002A	Principal	hr	\$
3002B	Program/Project Director	hr	\$
3002C	Deputy Project Director/Operations Manager	hr	\$
3002D	Project Manager	hr	\$
3002E	Environmental Engineer	hr	\$
3002F	Sr. Environmental Engineer	hr	\$
3002G	Jr. Environmental Engineer	hr	\$
3002H	Mechanical Engineer	hr	\$
3002J	Sr. Mechanical Engineer	hr	\$
3002K	Jr. Mechanical Engineer	hr	\$
3002L	Fire Protection Engineer	hr	\$
3002M	Sr. Fire Protection Engineer	hr	\$
3002N	Jr. Fire Protection Engineer	hr	\$
3002P	Sr. Mechanical Drafter CADD	hr	\$
3002Q	Jr. Mechanical Drafter CADD	hr	\$
3002R	Electrical Engineer	hr	\$
3002S	Sr. Electrical Engineer	hr	\$
3002T	Jr. Electrical Engineer	hr	\$
3002U	Sr. Electrical Drafter CADD	hr	\$
3002V	Jr. Electrical Drafter CADD	hr	\$
3002W	Electrical Designer	hr	\$
3002X	Sr. Electrical Designer	hr	\$
3002Y	Jr. Electrical Designer	hr	\$
3002Z	Structural Engineer	hr	\$
3002AA	Sr. Structural Engineer	hr	\$
3002AB	Jr. Structural Engineer	hr	\$
3002AC	Sr. Structural Drafter CADD	hr	\$
3002AD	Jr. Structural Drafter CADD	hr	\$
3002AE	Project Architect	hr	\$
3002AF	Sr. Project Architect	hr	\$
3002AG	Jr. Project Architect	hr	\$
3002AH	Architectural Designer	hr	\$
3002AJ	Sr. Architectural Designer	hr	\$
3002AK	Jr. Architectural Designer	hr	\$
3002AL	Sr. Architect Drafter CADD	hr	\$
3002AM	Jr. Architect Drafter CADD	hr	\$

3002AN	Space Planner	hr	\$
3002AP	Interior Designer	hr	\$
3002AQ	Sr. Interior Designer	hr	\$
3002AR	Jr. Interior Designer	hr	\$
3002AS	Programmer	hr	\$
3002AT	Sr. Programmer	hr	\$
3002AU	Jr. Programmer	hr	\$
3002AV	Civil Engineer	hr	\$
3002AW	Sr. Civil Engineer	hr	\$
3002AX	Jr. Civil Engineer	hr	\$
3002AY	Civil Designer	hr	\$
3002AZ	Sr. Civil Designer	hr	\$
3002BA	Code Analysis Engineer	hr	\$
3002BB	Sr. Code Analysis Engineer	hr	\$
3002BC	Jr. Code Analysis Engineer	hr	\$
3002BD	Geotechnical Engineer	hr	\$
3002BE	Sr. Geotechnical Engineer	hr	\$
3002BF	Jr. Geotechnical Engineer	hr	\$
3002BG	Graphic Specialist	hr	\$
3002BH	Human Factors Engineer	hr	\$
3002BJ	Sr. Human Factors Engineer	hr	\$
3002BK	O&M Engineer	hr	\$
3002BL	Sr. O&M Engineer	hr	\$
3002BM	Jr. O&M Engineer	hr	\$
3002BN	O&M Technicians	hr	\$
3002BP	Sr. Civil Drafter CADD	hr	\$
3002BQ	Jr. Civil Drafter CADD	hr	\$
3002BR	Project Controls Manager	hr	\$
3002BS	Sr. Project Controls Manager	hr	\$
3002BT	Quality Controls Manager	hr	\$
3002BU	Safety Engineer	hr	\$
3002BV	Financial/Economic Analyst	hr	\$
3002BW	Sr. Financial/Economic Analyst	hr	\$
3002BX	Jr. Financial/Economic Analyst	hr	\$
3002BY	Communication System Manager	hr	\$
3002BZ	Sr. Communication System Manager	hr	\$
3002CA	Jr. Communication System Manager	hr	\$
3002CB	Security System Engineer	hr	\$
3002CD	Sr. Security System Engineer	hr	\$
3002CE	Jr. Security System Engineer	hr	\$
3002CF	Scheduler	hr	\$
3002CG	Sr. Scheduler	hr	\$
3002CH	Specification/Tech Writer	hr	\$
3002CJ	Jr. Specification/Tech Writer	hr	\$
3002CK	Cost Estimator	hr	\$
3002CL	Sr. Cost Estimator	hr	\$
30023M	Systems Engineer	hr	\$
30023N	Sr. Systems Engineer	hr	\$

30023P	Telecommunications Engineer	hr	\$
30023Q	Sr. Telecommunications Engineer	hr	\$
30023R	Value Engineer	hr	\$
30023S	Sr. Value Engineer	hr	\$
3002T	Clerical	hr	\$
3002U	Administrative Assistant	hr	\$
3002V	Sr. Administrative Assistant	hr	\$
3002W	Jr. Administrative Assistant	hr	\$
3002CX	Contracts Specialist/SBA Outreach/Coordinator	hr	\$
3002CY	Document Control Specialist	hr	\$
3002CZ	Relocation Planner	hr	\$
3002DA	Sr. Relocation Planner	hr	\$
3002DB	Construction Manager/Administration	hr	\$
3002DC	Constructability Reviewer	hr	\$
3002DD	Sr. Constructability Reviewer	hr	\$
3002DE	Construction Specialist/Inspector	hr	\$
3002DF	Sr. Construction Specialist/Inspector	hr	\$
3002DG	Jr. Construction Specialist/Inspector	hr	\$
3002DH	Consultant	hr	\$
3002DJ	Sr. Consultant	hr	\$
3002DK	Jr. Consultant	hr	\$
3002DL	Industrial Hygienist	hr	\$
3003	Relocation Planning Labor Rates		
3003A	<i>General Project Management</i>		
3003AA	Principal	hr	\$
3003AB	Project Director	hr	\$
3003AC	Senior Project Manager	hr	\$
3003AD	Project Manager	hr	\$
3003AE	Specifications Writer	hr	\$
3003AF	Budget/Cost Analyst	hr	\$
3003B	<i>Facility Planning Support</i>		
3003BA	Senior Strategic Planner	hr	\$
3003BB	Strategic Planner	hr	\$
3003BC	Process Analyst	hr	\$
3003C	<i>Programming, Space Planning & Furniture Management</i>		
3003CA	Facility Planner	hr	\$
3003CB	Asset Manager	hr	\$
3003D	<i>Relocation Management/Systems Integration Coordination</i>		
3003DA	Relocation Specialist	hr	\$

3004	Project Manager (PWS, para. C.5)	hr	\$
3005	SF 294 and SF 295 Reports	ea	NSP*

*NSP = Not Separately Price

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OPTION PERIOD FOUR

Item no.	Supplies or services	Unit	Unit Price
4001	Broker tenant representation services (commission to be paid by lessor)	Job	NSP
4002	Architect/Engineer Labor Discipline		
4002A	Principal	hr	\$
4002B	Program/Project Director	hr	\$
4002C	Deputy Project Director/Operations Manager	hr	\$
4002D	Project Manager	hr	\$
4002E	Environmental Engineer	hr	\$
4002F	Sr. Environmental Engineer	hr	\$
4002G	Jr. Environmental Engineer	hr	\$
4002H	Mechanical Engineer	hr	\$
4002J	Sr. Mechanical Engineer	hr	\$
4002K	Jr. Mechanical Engineer	hr	\$
4002L	Fire Protection Engineer	hr	\$
4002M	Sr. Fire Protection Engineer	hr	\$
4002N	Jr. Fire Protection Engineer	hr	\$
4002P	Sr. Mechanical Drafter CADD	hr	\$
4002Q	Jr. Mechanical Drafter CADD	hr	\$
4002R	Electrical Engineer	hr	\$
4002S	Sr. Electrical Engineer	hr	\$
4002T	Jr. Electrical Engineer	hr	\$
4002U	Sr. Electrical Drafter CADD	hr	\$
4002V	Jr. Electrical Drafter CADD	hr	\$
4002W	Electrical Designer	hr	\$
4002X	Sr. Electrical Designer	hr	\$
4002Y	Jr. Electrical Designer	hr	\$
4002Z	Structural Engineer	hr	\$
4002AA	Sr. Structural Engineer	hr	\$
4002AB	Jr. Structural Engineer	hr	\$
4002AC	Sr. Structural Drafter CADD	hr	\$
4002AD	Jr. Structural Drafter CADD	hr	\$
4002AE	Project Architect	hr	\$
4002AF	Sr. Project Architect	hr	\$
4002AG	Jr. Project Architect	hr	\$
4002AH	Architectural Designer	hr	\$
4002AJ	Sr. Architectural Designer	hr	\$
4002AK	Jr. Architectural Designer	hr	\$
4002AL	Sr. Architect Drafter CADD	hr	\$
4002AM	Jr. Architect Drafter CADD	hr	\$

4002AN	Space Planner	hr	\$
4002AP	Interior Designer	hr	\$
4002AQ	Sr. Interior Designer	hr	\$
4002AR	Jr. Interior Designer	hr	\$
4002AS	Programmer	hr	\$
4002AT	Sr. Programmer	hr	\$
4002AU	Jr. Programmer	hr	\$
4002AV	Civil Engineer	hr	\$
4002AW	Sr. Civil Engineer	hr	\$
4002AX	Jr. Civil Engineer	hr	\$
4002AY	Civil Designer	hr	\$
4002AZ	Sr. Civil Designer	hr	\$
4002BA	Code Analysis Engineer	hr	\$
4002BB	Sr. Code Analysis Engineer	hr	\$
4002BC	Jr. Code Analysis Engineer	hr	\$
4002BD	Geotechnical Engineer	hr	\$
4002BE	Sr. Geotechnical Engineer	hr	\$
4002BF	Jr. Geotechnical Engineer	hr	\$
4002BG	Graphic Specialist	hr	\$
4002BH	Human Factors Engineer	hr	\$
4002BJ	Sr. Human Factors Engineer	hr	\$
4002BK	O&M Engineer	hr	\$
4002BL	Sr. O&M Engineer	hr	\$
4002BM	Jr. O&M Engineer	hr	\$
4002BN	O&M Technicians	hr	\$
4002BP	Sr. Civil Drafter CADD	hr	\$
4002BQ	Jr. Civil Drafter CADD	hr	\$
4002BR	Project Controls Manager	hr	\$
4002BS	Sr. Project Controls Manager	hr	\$
4002BT	Quality Controls Manager	hr	\$
4002BU	Safety Engineer	hr	\$
4002BV	Financial/Economic Analyst	hr	\$
4002BW	Sr. Financial/Economic Analyst	hr	\$
4002BX	Jr. Financial/Economic Analyst	hr	\$
4002BY	Communication System Manager	hr	\$
4002BZ	Sr. Communication System Manager	hr	\$
4002CA	Jr. Communication System Manager	hr	\$
4002CB	Security System Engineer	hr	\$
4002CD	Sr. Security System Engineer	hr	\$
4002CE	Jr. Security System Engineer	hr	\$
4002CF	Scheduler	hr	\$
4002CG	Sr. Scheduler	hr	\$
4002CH	Specification/Tech Writer	hr	\$
4002CJ	Jr. Specification/Tech Writer	hr	\$
4002CK	Cost Estimator	hr	\$
4002CL	Sr. Cost Estimator	hr	\$
4002CM	Systems Engineer	hr	\$
4002CN	Sr. Systems Engineer	hr	\$

4002CP	Telecommunications Engineer	hr	\$
4002CQ	Sr. Telecommunications Engineer	hr	\$
4002CR	Value Engineer	hr	\$
4002CS	Sr. Value Engineer	hr	\$
4002CT	Clerical	hr	\$
4002CU	Administrative Assistant	hr	\$
4002CV	Sr. Administrative Assistant	hr	\$
40024W	Jr. Administrative Assistant	hr	\$
4002CX	Contracts Specialist/SBA Outreach/Coordinator	hr	\$
4002CY	Document Control Specialist	hr	\$
4002CZ	Relocation Planner	hr	\$
4002DA	Sr. Relocation Planner	hr	\$
4002DB	Construction Manager/Administration	hr	\$
4002DC	Constructability Reviewer	hr	\$
4002DD	Sr. Constructability Reviewer	hr	\$
4002DE	Construction Specialist/Inspector	hr	\$
4002DF	Sr. Construction Specialist/Inspector	hr	\$
4002DG	Jr. Construction Specialist/Inspector	hr	\$
4002DH	Consultant	hr	\$
4002DJ	Sr. Consultant	hr	\$
4002DK	Jr. Consultant	hr	\$
4002DL	Industrial Hygienist	hr	\$
4003	Relocation Planning Labor Rates		
4003A	<i>General Project Management</i>		
4003AA	Principal	hr	\$
4003AB	Project Director	hr	\$
4003AC	Senior Project Manager	hr	\$
4003AD	Project Manager	hr	\$
4003AE	Specifications Writer	hr	\$
4003AF	Budget/Cost Analyst	hr	\$
4003B	<i>Facility Planning Support</i>		
4003BA	Senior Strategic Planner	hr	\$
4003BB	Strategic Planner	hr	\$
4003BC	Process Analyst	hr	\$
4003C	<i>Programming, Space Planning & Furniture Management</i>		
4003CA	Facility Planner	hr	\$
4003CB	Asset Manager	hr	\$
4003D	<i>Relocation Management/Systems Integration Coordination</i>		
4003DA	Relocation Specialist	hr	\$

4004	Project Manager (PWS para. C.5)	hr	\$
4005	SF 294 and SF 295 Reports	ea	NSP*

*NSP = Not Separately Price

B.2.3 Commission credit. In addition to the contract line items above, the offeror shall provide the percent of commission to be credited to each lease acquisition for the benefit of the Government for either rent credit or tenant improvement. Credits are applicable to all contract periods.

Commission Dollar Range	
	% Commission to be credited to the benefit of the Govt
Commissions > \$500,001	%
Commissions = \$200,001 - \$500,000	%
Commissions = \$50,001 - \$200,000	%
Commissions = \$0 - \$50,000	%

B.2.4 Indirect Rates. Identify all proposed indirect rates that may be used for developing delivery order proposals, their rate of application, and the costs to which they are applied.

Description of Indirect Rate	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Base of Application
	%	%	%	%	%	
	%	%	%	%	%	
	%	%	%	%	%	
	%	%	%	%	%	
	%	%	%	%	%	
	%	%	%	%	%	
	%	%	%	%	%	

B.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

This contract shall be renewable by the Contracting Officer as a unilateral right of the Government. See Section I, FAR Clause 52.217-9 Option to Extend the Term of the Contract. The Contracting Officer will provide written preliminary notice of the Government's intent to exercise the option at least 60 days prior to the expiration. The preliminary notice does not commit the Government to the extension. If the Government exercises the option, the contract as renewed shall be deemed to include this option clause. Should the Government exercise any options, all contractual terms and conditions shall apply during the option period (s). Further, performance under said renewal(s) shall be accomplished with the prices, commissions, and rates stated in Section B.2.2, B.2.3, and B.2.4.

B.4 SPECIALIZED LABOR CATEGORIES AND LABOR RATES

After contract award, if the performance of certain tasks requires the use of highly technical, specialized services which fall outside the labor categories defined in this contract, the Government reserves the unilateral right to require the utilization of specialized labor categories not listed in Section B. If the contractor determines that such specialized skills will be required to perform a task, a justification shall be included with the task order proposal explaining why the services cannot be satisfied using the labor categories and rates under the contract. The justification shall also include clear and convincing market data to support the reasonableness of the proposed specialized rate.

To manage the selective use of specialized labor categories and labor rates, the Contracting Officer will use the following limitations as guidance in the negotiation and award of all task orders under this contract: no more than 25%, in monetary terms, of each task order's labor costs and no more than 10% of the total estimated contract value for any one performance period, in terms of labor, per year shall be apportioned to specialized labor categories.

NOTE: SPECIALIZED LABOR CATEGORIES ARE HIGHLY DISCOURAGED. A SUFFICIENT DIVERSITY OF LABOR CATEGORIES IS INCLUDED IN THIS CONTRACT TO ENCOMPASS MOST TASKS. ONLY THE CONTRACTING OFFICER HAS THE AUTHORITY TO APPROVE THE APPROPRIATENESS AND UTILIZATION OF A LABOR CATEGORY OTHER THAN THE CLASSIFICATIONS PROVIDED IN SECTION B OF THIS CONTRACT.

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Section C

STATEMENT OF WORK AND QUALITY REQUIREMENTS

C.1. INTRODUCTION

The Internal Revenue Service (IRS) is a bureau of the Department of Treasury and the world's most efficient tax administrators. In 2004, the IRS collected more than \$2 trillion in revenues and processed more than 224 million tax returns. The mission of the IRS is to provide America's taxpayers top quality service by helping them understand and meet their tax responsibilities and by applying the tax laws with integrity and fairness to all. The IRS provides assistance to American taxpayers through toll-free telephone service and correspondence at offices around the nation. To meet its mission and obligations to taxpayers, the IRS can, through Real Estate and Facilities Management (REFM), acquire and administer space under a delegation from the General Services Administration (GSA). The primary goal of this Servicewide contract is to provide support services to REFM in its acquisition of space.

C.2. SCOPE

Contractors shall assist IRS in performing both competitive and noncompetitive lease acquisition services described in Section C.4., Tasks 1 through 3, in all geographic areas served by the IRS throughout the United States, the District of Columbia and the Commonwealth of Puerto Rico.

The Contractors may be required to provide ancillary services on a Task Order basis as stated in Section C.5 through Section C.10.

Performance of all requirements shall be in compliance with all applicable Laws, Policies, Regulations, and Executive Orders (see Exhibit 1) including, but not limited to, General Services Acquisition Regulations (GSAR), Federal Acquisition Regulations (FAR), Competition in Contracting Act of 1984 (CICA), and the General Reference Guide for Real Property Policy, General Services Administration (GSA) Document dated April 1998.

C.3. DEFINITIONS

Definitions pertaining to this section are in Exhibit 2, Definitions.

C.4. BROKERAGE SERVICES

C.4.1 General

All services will be ordered by IRS through written task orders signed by an IRS Contracting Officer in accordance with the ordering procedures in Section H, Special Contract Requirements.

The Contractor shall also be required to provide support to the Contracting Officer (CO), Real Property Leasing Officer (RPLO), Local Project Manager (LPM), or IRS Chief Counsel for protests, claims, and Freedom of Information Act (FOIA) requests.

C.4.2 Task 1 – Lease Acquisition Services

C.4.2.1 General

Standard lease requirements under this Contract shall follow the requirements established in GSAR 570.3 unless otherwise stated.

Lease acquisition services may include competitive or non-competitive lease acquisitions and shall be conducted in accordance with GSAR 570.2; lease acquisitions above the simplified acquisition threshold shall be conducted in accordance with GSAR 570.3. Exceptions to normal competitive procedures that shall be followed for succeeding and superseding noncompetitive acquisitions are stated in GSAR 570.402 and GSAR 570.404, respectively. Additional requirements to be followed for succeeding and superseding leases are found in Section C.4.2.12 of this Contract.

Requirements Development/Space Request Package

This process will be developed internally by the IRS REFM organization prior to the award of task orders under this contract.

The Requirements Development/Space Request Package becomes part of Tab 1 of the lease file (refer to Exhibit 5, Standard Lease File Check List).

C.4.2.2 Orientation and Project Schedule

Upon award of the task order, the Contractor shall coordinate and schedule an orientation meeting with the Contracting Officer's Technical Representative (COTR) and other appropriate IRS personnel as identified by the COTR and the LPM. The purpose of the orientation meeting is to ensure all parties understand the scope of a particular lease acquisition.

The Contractor shall develop and submit to the RPLO a mutually agreed upon lease acquisition schedule that identifies all milestones and responsible parties for each stage of the acquisition in compliance with GSAR 570. See Exhibit 6 for a sample lease acquisition schedule. Milestones to be included in a schedule will vary depending on the complexity of the acquisition.

C.4.2.3 Market Survey

The Contractor shall prepare a sources sought synopsis for posting to the Federal Business Opportunities web site and prepare and place advertisements in local newspapers in accordance with GSAR 570.106. The Contractor shall schedule and conduct a market survey in accordance with GSAR 570.301. The level of effort required for each acquisition may differ. Four to seven site visits are typically required in connection with a Market Survey. In addition to the requirements stated in GSAR 570.301, the Contractor shall provide the following:

- Digital photograph of each location surveyed
- Detailed description for each location (e-mail or hard copy)
- Completed market survey form (Exhibit 7, GSA Form 3627, Market Survey)

C.4.2.4 Description of requirements

1. **THE CONTRACTOR IN CONSULTATION WITH THE RPLO AND LPM SHALL REFINE THE DESCRIPTION OF REQUIREMENTS PREVIOUSLY DEVELOPED BY IRS IN ACCORDANCE WITH GSAR 570.302 FOR THE SOLICITATION FOR OFFERS (SFO). SEE EXHIBIT 3, SOLICITATION FOR OFFERS (05/05), FOR A SAMPLE OF WHAT THE IRS SFO MAY TYPICALLY INCLUDE.**

Source Selection Strategy

The Contractor must consult with the RPLO and LPM for price and non-price factors to prepare the Source Selection Strategy which must be approved by the RPLO.

The Contractor shall check the "Parties Excluded from Government Contracting" list at <http://www.epls.gov> and advise the RPLO if any party to be solicited is on the list.

C.4.2.5 Solicitation for Offers (SFO)

The Contractor in consultation with the RPLO and LPM shall develop the SFO in accordance with GSAR 570.303. The RPLO must approve the SFO prior to

issuance. See Exhibit 3, Solicitation for Offers (05/05), for a sample of what the IRS SFO may typically include.

1. Timeframes for publicizing and issuing a solicitation and for establishing the date for receipt of offers shall be in accordance with GSAR 505.203.
2. The RPLO will discuss price evaluation and lease award factors with the Contractor prior to issuance of the SFO.
3. The Contractor shall ensure all appropriate forms have been completed by the Offerors at submission of initial and Best and Final offers.
4. Regardless of whether a property has the potential to meet the requirements of the SFO, any party who requests an SFO must be provided a copy when it is issued. Such requests shall be coordinated with the RPLO and the LPM.
5. Prior to solicitation of initial offers, the Contractor shall complete a dual agency disclosure statement, acknowledgement and consent (Exhibit 8A) and submit to the RPLO for approval.
6. Submissions, modifications, and withdrawals of offers must be handled in accordance with GSAR 552.270-1(c).
7. The SFO Package shall include the following forms:
 - GSA Form 1364A, Proposal to Lease Space
 - GSA Form 1217, Lessor's Annual Cost Statement
 - GSA Form 3516, Solicitation Provisions
 - GSA Form 3517 (Incorporated by Reference) or GSA Form 3517B (Full Text), General Clauses. *Note: if the net annual rent falls below the Simplified Lease Acquisition Threshold, then the 3517 is incorporated by reference*
 - GSA Form 3518, Representations and Certifications
8. In expiring lease occupancies, a copy of the SFO must be provided to the current Lessor unless the current Lessor indicates in writing that he/she is not interested in participating in the acquisition. The Contractor shall maintain a record of all parties who received a copy of the SFO. A copy of the SFO shall be provided to any party who requests it, regardless of whether they are potentially capable of meeting the IRS' requirements. The Contractor shall contact the RPLO upon receiving a request for an SFO from a party whose property was not surveyed during the market survey to determine the proper action to be taken.

The Contractor shall handle any late offers, modifications of offers, and withdrawals of offers in accordance with GSAR 570.303-3. In addition, any changes to the SFO shall be handled in accordance with GSAR 570.303-4.

C.4.2.6 *Review and Evaluate Initial Offers*

Consistent with procurement regulations, all offers must be reviewed and evaluated to determine which are fair and reasonable and in compliance with the terms and conditions stated in the SFO. The exact steps may vary depending on the SFO used for the acquisition. The Contractor shall at a minimum:

1. Safeguard the confidentiality of all offers in accordance with statutory and regulatory requirements. All proposals shall be locked in a cabinet or similarly secured environment when not in use. Anyone in the Contractor's firm with access to offers shall complete an Organizational Conflict of Interest Form (Exhibit 8B) and Individual Conflict of Interest and Non-Disclosure Statement (Exhibit 8C), unless these documents were previously submitted when the task order was issued. Conflict of Interest requirements are stated in Section H, Special Requirements. At no time will information regarding the number or identity of the Offerors or any other information relative to a particular offer or Offeror be disclosed to anyone other than the RPLO or his/her designee(s).
2. Review compliance of an offer with terms and conditions of the SFO and document whether it is in compliance or noncompliance and incorporate into an abstract of all initial offers to be submitted to the RPLO. Areas of noncompliance and deficiencies shall be documented in the written negotiation objectives and, after approval by the RPLO, provided to the Offeror in writing and discussed with the Offeror by the RPLO, assisted by the Contractor, during negotiations. Offer evaluation includes, but is not limited to, ensuring compliance with the following:
 - (a) The Offeror is the building owner or has the authority to act on the owner's behalf. The Contractor shall obtain a written statement verifying this authority from the building owner or attach other acceptable evidence.
 - (b) The Offeror has initialed and dated each page of the SFO.
 - (c) The Offeror has provided the evidence of capability to perform and it meets the criteria stated in the SFO.
 - (d) The offer is in compliance with the Resource Conservation and Recovery Act (RCRA) or has submitted the required waiver. (See GSAR 523.4)
 - (e) The appropriate seismic safety certifications or other certifications required by the SFO have been provided.

- (f) The GSA Form 3518 or 3518A, Representations and Certification, is complete and the Offeror is presently in compliance with required Federal regulations.
 - (g) The offer is in compliance with any other requirement stated in the SFO, including, but not limited to, the quality of the building, tenant improvement (TI) allowance, parking services, term, occupancy date, Americans with Disabilities Act (ADA) and Uniform Federal Accessibility Standards (UFAS), etc. See Section 9.0, Tenant Improvements, of Exhibit 3, Solicitation for Offers (05/05) and Section 2.2.3, Tenant Improvements, of Exhibit 4, GSA Pricing Desk Guide (3/15/02).
 - (h) Measurement of the floor plans indicates the offered space and the location of the offered space within the building meet the American National Standards Institute/Building Owners Managers Association (ANSI/BOMA) Office Area square footage offered and has the potential for efficient layout in accordance with standards in the SFO. The Contractor shall provide a statement indicating that space meets the requirements and sign and date the plans to indicate that scaling of plans was accomplished.
 - (i) The offered space and building meet all fire and life safety requirements. Special requirements apply if the space is three or more stories above grade. Additional requirements apply for buildings six or more stories above grade. If the RPLO determines a certified Fire/Safety Engineer must perform an additional review, IRS will obtain such services.
 - (j) There are no exceptions taken to SFO language or General Clauses by the Offeror. The Contractor will notify the RPLO of any exceptions to the SFO language or General Clauses prior to any discussions with the Offeror. Changes to the SFO language or clauses require RPLO approval. Consultation with the IRS Chief Counsel on such issues will be performed by the RPLO. If a change to the language or a clause is approved, the Contractor shall amend the SFO, as required, and provide the change to all Offerors simultaneously.
3. Evaluate the price and recommend negotiation strategies to minimize IRS lease costs. At a minimum, the Contractor shall document the following in their price evaluation analysis:
- (a) The price reasonableness of the offer by evaluating the base cost of services on GSA Form 1364A, Proposal to Lease Space, and GSA Form 1217, Lessor's Annual Cost Statement. The base cost for operating expenses on GSA Form 1364A should equal line 27 of GSA Form 1217. The Contractor shall perform a cost and price analysis of all cost

elements outlined on GSA Forms 1217, 1364A, and the SFO. Where the total operating cost or proposed price exceeds researched market rates or there is reason to question whether the proposed rates are fair and reasonable, the Contractor shall notify the RPLO.

- (b) Evaluate the reasonableness of the overtime rate for heating, ventilation, and air-conditioning (HVAC) for offers where utilities and/or HVAC are included in the rental rate and the Offeror wishes to charge a fee for overtime utility usage. If payment of utilities will be separate from rent, confirm that IRS costs will be separately metered.
 - (c) The Contractor shall determine whether build-out costs are reasonable. In the absence of sufficient price competition (at least two competitive offers) or other standard of price reasonableness as allowed by FAR Part 15, the Contractor shall provide an independent and supported cost estimate in the Construction Specifications Institute (CSI) MasterFormat 2004 Edition, adjusted for geographic area, to substantiate price reasonableness. A party who has not seen the offers shall prepare the estimate. See the CSI MasterFormat web site at http://www.csinet.org/s_csi/index.asp. See Exhibit 9 for the CSI MasterFormat's 16 major categories of construction and Level 3 finishes.
 - (d) Evaluate the reasonableness of percentage of occupancy proposed for tax adjustments.
4. Develop written negotiation objectives for each offer. The negotiation objectives shall include those items requiring only clarification and those items that need to be discussed during negotiations (weaknesses and deficiencies). If directed by the RPLO, the Contractor shall prepare a letter for the signature of the RPLO outlining the weaknesses or deficiencies in the offer.
 5. Submit the offers and the written negotiation objectives to the RPLO prior to the commencement of discussions/negotiations. The RPLO will review and approve all negotiation objectives/targets prior to the start of negotiations.
 6. When non-priced factors are evaluated using best value trade off procedures and if an offer is not included in the competitive range, prepare written notification on IRS letterhead for the signature of the RPLO notifying the unsuccessful Offeror that their offer has been excluded from the competitive range. In accordance with FAR Part 15, only the most highly qualified proposals are included in the competitive range unless the competitive range is limited for efficiency. The Contractor may be requested to assist the RPLO in debriefings of Offerors not included in the competitive range.

C.4.2.7 Negotiate Initial Offers (Not applicable when award is made based on initial offers)

1. In negotiations with competitive Offerors, the following actions are prohibited:

- Favoring one Offeror over another.
- Revealing an Offeror's technical solution.
- Revealing an Offeror's price without the Offeror's permission.
- Revealing the names of individuals providing reference information about an Offeror's past performance.
- Knowingly furnishing source selection information in violation of FAR 3.104.

The Contractor shall:

1. Advise Offerors in writing and verbally of the weaknesses and deficiencies in their offers, including adverse past performance information to which the Offeror has not had an opportunity to respond. Names of personnel who provided the past performance information **shall not** be provided to the Offeror. Offerors whose proposals are included in the competitive range will be given the opportunity to submit revised proposals after negotiations/discussions are closed.
2. Conduct independent discussions/negotiations with each Offeror within the approved negotiation targets. Negotiations may be conducted in person, in writing, or telephonically.
3. Prepare an amendment to the SFO for the approval of the RPLO if errors, omissions, or deviations to the SFO are identified as a result of discussions.
4. Prepare a record of negotiations for each offer and submit to the RPLO for review and approval.
5. Close discussions by issuing written notification to Offerors on IRS letterhead and for the signature of the RPLO, and noting the date and time that negotiations are closed and the date that Best and Final Offers are due. If using simplified procedures, Best and Final Offers may be requested orally. Requests for Best and Final Offers shall include an offer's deficiencies or corrections discussed during negotiations but not previously provided to an Offeror in writing. If subcontracting plans are required with Best and Final Offers, include a request for plans with the written notification. **Discussions or negotiations shall not be conducted after the date negotiations are closed.**

C.4.2.8 *Evaluate Best and Final Offers (BAFO)*

1. Each BAFO shall be evaluated with the objective of determining the most advantageous final offer consistent with evaluation and award factors stated in the SFO. Use of any other method may result in a protest and is prohibited.
2. If required, the Contactor shall request clarifications of the BAFO. If any element of a BAFO is not clear, a clarification must be requested from the Offeror. It is important that such inquiries be made in the form of a clarification of the existing offer and not as a request for additional information or an invitation to change the offer.
3. The Contractor shall prepare a written determination identifying the apparent successful Offeror consistent with evaluation and award factors stated in the SFO. The determination will include the annual rent for the space, the rentable rate per square foot, and the ANSI/BOMA Office Area rate per square foot. A statement as to why the proposed rental rate is fair and reasonable is required. A present value price analysis as described in the SFO must be included for all offers to support the successful Offer. The Contractor shall determine that the lease does not score as a capital lease.
4. The Contractor shall prepare a price negotiation record and submit it to the RPLO for review and approval. The price negotiation record will include a brief discussion of the negotiation objectives, an abstract of all Initial and BAFOs, the rationale for the award decision, all factors considered, and other attachments as necessary.
5. In situations where the total aggregate lease acquisition contract value is equal to or greater than \$10,000,000, Equal Employment Opportunity (EEO) approval from the Department of Labor for the successful Offeror is required before lease award. The Contractor shall prepare a letter addressed to the appropriate Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) Regional Office for the signature of the RPLO. At a minimum, the information required by FAR 22.805(5) (i) through (vi) shall be included in the letter.
6. In situations where the total aggregate lease acquisition contract value is equal to or greater than \$500,000, and the prospective Lessor is not a small business, the Contractor shall submit to the RPLO a small business subcontracting plan, prepared by the Lessor, in compliance with GSAR 570.203-4.
7. The Contractor shall verify the Offeror is not on the Excluded Parties Listing System (EPLS). The EPLS can be accessed at the website at <http://www.epls.gov>.

8. In consultation with the RPLO, the Contractor shall ensure that the taxpayer identification number for the Offeror is submitted on GSA Form 3518, Representations and Certifications.

C.4.2.9 *Prepare Lease Documents*

After written notification from the RPLO to proceed, the Contractor shall:

1. Draft the lease contract and submit an original and one copy along with an award letter, if required by the RPLO, on IRS letterhead for the signature of the RPLO. The lease contract will typically include most of the documents contained in the SFO; a Standard Form (SF) 2, U.S. Government Lease for Real Property (Exhibit 10); floor plans identifying the demised premises; and any pertinent information from the Offeror's Final Proposal Revision. The total commission arrangement shall be documented on the SF-2. Submit to the RPLO the completed lease file, Tabs 1 through 5 and a partial Tab 6, as well as any other documents which require review prior to lease award.
2. Submit GSA Form 1364A, Proposal to Lease Space, that includes the proposed annual rent and any other costs that are not provided for in the annual rental such as utilities, services, real estate taxes, and above-standard alterations. See Exhibit 12.
3. Incorporate any needed changes or corrections into the lease contract documents and lease file after the RPLO reviews the draft lease.
4. Prepare a cover letter on IRS letterhead and forward an original and one copy of the approved lease contract to the successful Offeror for signature. Upon receipt of the signed leases (original and one copy) from the Lessor, review to ensure the Lessor has made no changes and submit both copies of the lease to the RPLO for signature. If changes have been made by the Lessor, notify the RPLO in writing of the changes. The lease is considered awarded when fully executed by both IRS and the Lessor. Upon receipt of a fully executed lease from the RPLO, prepare a transmittal letter for the signature of the RPLO and transmit a lease with original signatures to the successful Offeror. The Contractor shall review the lease and lease file for regulatory compliance and provide the completed package to the RPLO, who will coordinate the review by IRS Chief Counsel and Procurement.
5. Prepare a notice on IRS letterhead for the signature of the RPLO advising unsuccessful Offerors of the name of the successful Offeror, the building address, and the awarded rental rate. If an unsuccessful Offeror requests a debriefing, the Contractor may be required to assist the RPLO with the debriefing.

6. Forward copies of the fully executed lease to the RPLO, LPM and any function deemed necessary by the RPLO as identified in the individual task order.
7. Immediately following lease award, when required by Federal procurement regulations, prepare the synopsis of the lease contract award notice and the RPLO will post the required lease contract award notice on the Federal Business Opportunity website. In accordance with FAR 5.301(a), this is required for awards over \$25,000 that is likely to result in the award of any subcontracts.
8. Submit the complete lease contract file with original documentation to the COTR and the RPLO for final approval and acceptance. Lease file documents are to be filed and tabbed in accordance with Exhibit 5, Standard Lease File Check List, and set up in the folders/format specified by IRS.

C.4.2.10 Post-Lease Award Services

Post-Lease Award Services, to be performed by the Contractor, include but are not limited to the following:

1. Provide on-call consultation on lease contractual matters during the design and construction phases of the project.
2. As required, attend and participate in pre-construction conferences with the Lessor and LPM.

C.4.2.11 Additional IRS Requirements For Succeeding And Superseding Non-Competitive Lease Acquisitions

NOTE: If the IRS has not prepared a Justification for Other Than Full and Open Competition (JOFOC) for a non-competitive succeeding lease, the Contractor may be required to assist the RPLO in the preparation of the justification as part of the task.

A succeeding lease is a new lease contract at the existing lease location to cover continued occupancy of the premises at the end of the lease term without a break in continuous tenancy. A superseding lease replaces an existing lease before it expires. Both succeeding and superseding lease acquisitions require award of a new lease. Certain competitive acquisitions may also result in a succeeding lease if after competition the current Lessor is the successful Offeror. The following procedures relate only to noncompetitive acquisitions. Succeeding lease acquisitions shall be performed in compliance with GSAR 570.402 and superseding lease acquisitions shall be performed in compliance with GSAR 570.404. In addition to the requirements found in the GSAR, noncompetitive

lease acquisitions shall be performed by following the procedures for a competitive lease acquisition with the following exceptions:

1. If a determination indicates IRS will only negotiate with the current Lessor, the following must be performed:
 - (a) After approval of the requirements, inspect the existing space to determine whether alterations are necessary to comply with fire and life safety and accessibility requirements. These issues as well as any other facility requirement changes or deficiencies shall be addressed during negotiations.
 - (b) Verify the space is in compliance with flood plain and seismic requirements.
 - (c) Prior to requesting an Offer, prepare and submit to the RPLO an itemized cost estimate of building reimbursable alterations/installations to be performed/provided and installed by the Lessor. An estimated cost for alterations to be amortized in the annual rent shall be provided. The Contractor shall consult with the RPLO to determine whether alterations are to be amortized in the rental, paid for as a lump sum, or a combination of both. Cost estimates shall be in the CSI MasterFormat, adjusted for geographic area, and include the following:
 - (1) Description of Work
 - (2) Number of units and unit measurement, if applicable
 - (3) Unit cost (to include material cost, labor, overhead and profit)
 - (4) Total cost per line item
 - (5) Total tenant improvement costs
 - (6) Total Cost for all reimbursable alterations/installations
 - (d) Identify commissions.

NOTE: Normal lease acquisition procedures as described above for the competitive lease acquisition task are followed from this point in the process.

C.4.3 Task 2 – Lease Expansion

NOTE: If the IRS has not prepared a Justification for Other Than Full and Open Competition (JOFOC) for a non-competitive lease expansion, the Contractor may

be required to assist the RPLO in the preparation of the justification as part of the task.

Lease expansion normally requires an SLA to the existing lease in lieu of a new lease and shall comply with GSAR 570.403. In addition to the requirements found in GSAR 570.403, at a minimum, the following actions shall be required of the Contractor:

1. Conduct an orientation to develop a project schedule. Appropriate milestones to be included in the schedule shall be determined with the LPM and RPLO during orientation.
2. Coordinate with the LPM and RPLO to develop requirements necessary to perform requested alterations.
3. Consolidate the requirements into a detailed scope of work and obtain the approval of the scope of work from the LPM and RPLO.
4. Review building layouts for compliance with the requirements of the National Fire Protection Act Section-101 (the Life Safety Code), IRS program guidelines, Occupational Safety and Health Administration (OSHA) standards and all other applicable codes and regulations. If the RPLO determines a certified Fire/Safety engineer is required to review and certify the floor plans, IRS will obtain the certification.
5. Prior to requesting an offer, prepare and submit to the RPLO an itemized cost estimate of building reimbursable alterations/installations to be performed/provided and installed by the Lessor. An estimated cost for alterations to be amortized in the annual rent shall be provided. The Contractor shall consult with the RPLO to determine whether alterations are to be amortized in the rental, paid for as a lump sum, or a combination of both. Cost estimates shall be in the CSI MasterFormat, adjusted for geographic area, and include the following.
 - (a) Description of work
 - (b) Number of units and unit measurement, if applicable
 - (c) Unit cost (to include material cost, labor, overhead and profit)
 - (d) Total cost per line item
 - (e) Total cost for tenant improvements within tenant improvement allowance
 - (f) Total cost for all reimbursable alterations/installations (not covered by the tenant improvement allowance)

6. At the direction of the RPLO, provide the scope of work to the Lessor and request an offer.
7. Review and evaluate the offer to determine if the proposed rate is fair and reasonable in terms of current market rates and conditions. Ensure any costs previously amortized in the rent are not included in the proposed rental rate. Establish negotiation objectives for approval of the RPLO. After approval, negotiate a fair and reasonable price. This may include the rental rate, the cost of services, overtime utilities, and lump sum reimbursable items/installations. The Contractor shall document all negotiations and discussions with Lessor and submit a price negotiation memorandum to the RPLO for review and approval.
8. Prepare an SLA for signature by the Lessor and the RPLO, incorporating the negotiated terms. The SLA shall document the total commission payment. Submit the SLA in draft to the RPLO. The Contractor shall incorporate the RPLO's comments and provide two copies of the final SLA to the Lessor for original signatures. The SLA is then submitted to the RPLO for signature. Distribution of SLA copies is the same as for the lease acquisition task.

C.4.4 Task 3 – Lease Extension

NOTE: If the IRS has not prepared a Justification for Other Than Full and Open Competition (JOFOC), the Contractor may be required to assist the RPLO in the preparation of the justification as part of the task.

Lease extensions apply to the extension of the term of a current lease to provide for continued occupancy on a short-term basis and shall be performed in compliance with GSAR 570.405. In addition to the requirements found in GSAR 570.405, at a minimum, the following actions shall be required of the Contractor:

1. Determine the appropriate term of the required extension based on discussions with the RPLO and LPM.
2. Submit a request for an extension of the lease to the Lessor on IRS letterhead for the signature of the RPLO.
3. Upon receipt of the Lessor's proposal, review and evaluate the offer to determine if the proposed rental rate is fair and reasonable in terms of current market rates and conditions. Verify that any amortized build-out paid for the previous lease is not included in the proposed rental rate; prepare and obtain approval of negotiation objectives; and negotiate price, term, or any other changes/alterations necessary to meet IRS' needs. At the conclusion of negotiations, submit the negotiated price and terms in writing to the RPLO for approval including the proposed annual rental, any change in square footage

(rentable and ANSI/BOMA Office Area), and any other changes to lease costs not provided for in the annual rental, such as utilities and services, real estate taxes and commission.

4. After approval of negotiated terms, draft and submit to the RPLO an SLA with the terms of the lease extension. The SLA shall document the total commission arrangement including the total amount of commission to be paid by the Lessor and the term the commission is based on. After review by the RPLO, submit two originals of the SLA to the Lessor for signature. Upon receipt from the Lessor of the signed SLA, review it to ensure that no changes have been made and forward both originals to the RPLO for signature. After signature by the RPLO, return a fully executed copy (original signatures) to the Lessor and a copy to the appropriate IRS personnel, LPM, or other party as directed by the RPLO.

NOTE: Sections C.5 through C.10 are a menu of services and are considered ancillary in nature to this contract and may be accomplished through the use of the Contractor's personnel or subcontract. These services will only be requested if IRS determines this contract is the most appropriate vehicle for their provision.

C.5. PROJECT MANAGEMENT SERVICES

1. The Contractor shall provide project management services throughout the duration of each awarded task order issued under this contract, to the RPLO, COTR, and the LPM. Project management services shall include project coordination of all activities throughout the duration of the project and may include, at a minimum, setting up and facilitating project progress meetings, reviewing procedures, developing and monitoring of schedules, and establishing and monitoring quality assurance measures and standards.
2. The Contractor shall develop a Project Management Plan, approved by the RPLO, for use by IRS and the Contractor covering their long-term responsibilities, functions, and actions.
3. The Project Management Plan shall include, but not be limited to, operations planning, project monitoring and review, milestones, cost control, scheduling, performance and quality assurance criteria, and standards. The Project Management Plan shall also at a minimum include the following:
 - (a) Comprehensive Office Procedures: The Contractor shall establish comprehensive office procedures governing day-to-day activities of the Contractor's firm such as general correspondence, response to technical inquiries, personnel management, work assignments, timekeeping, purchasing, document control system, and communications with the CO.

Security to prevent disclosure of procurement sensitive and proprietary information shall be strictly enforced by the Contractor.

- (b) Program Monitoring: The Contractor shall provide program review and monitoring procedures to ensure quality control and assurance and contract compliance. Areas of major controls shall include but not be limited to monitoring schedules, milestones, quality standards, monitoring site acquisition process, specifying and scheduling delivery of government furnished supplies and equipment. Review all work for compliance with codes and standards, and identify nonconformance to the CO.
 - (1) The Contractor shall use standardized government contract forms. If there is no appropriate form for the activities, the Contractor shall develop a form, which must be approved by the CO.
 - (2) The Contractor shall take corrective action when the contract is behind schedule or a milestone has been missed. Corrective action shall be taken by the Contractor when tests, reviews or inspections identify unsatisfactory work.
- 4. Cost Control: The Contractor shall develop and maintain a cost review system which shall provide updated budget and cost estimates by project or task classification categories for the duration of the project. The cost review system shall produce a baseline cost study with comparative cost estimates covering variations in comparison with the budget for the project or tasks.
- 5. Reports: The Contractor shall be required to submit project management reports to the CO and/or RPLO as defined in individual task orders issued under this contract.

C.5.1 Project Management Post-Lease Award Services

- 1. Participate in all meetings and inspections from the start of the project until occupancy. At a minimum, the Contractor shall:
 - (a) Inspect the space at the completion of the Lessor's construction period for substantial completion and provide a report to the LPM. The LPM and Lessor shall participate in the inspection.
 - (b) Re-measure and categorize the Rentable Square Feet (RSF) delivered to the Government. IRS will provide a format for this information during Contractor post-award orientation.
 - (c) Obtain a copy of the Lessor's occupancy permit, unless the local jurisdiction does not issue occupancy permits. In that case, contact the LPM, who will procure a Fire and Life Safety review. The Contractor may

be required to participate in discussions with Fire and Life Safety personnel, the Lessor, and the LPM.

2. Review building space layouts to determine if they are in compliance with the National Fire Protection Act Section-101 (Life Safety Code), IRS program guidelines, OSHA standards, and other applicable codes or regulations. Any changes required by virtue of this review must be coordinated and approved by the LPM and the RPLO. If IRS requires certification by a certified Fire/Safety Engineer, IRS will obtain these services. The Contractor shall be required to participate in discussions concerning the layouts with Fire/Safety personnel and to coordinate required changes with the Lessor or LPM.
3. Request a proposal from the Lessor, clearly separating shell and tenant improvement costs, for tenant improvement work and determine price reasonableness in accordance with the terms of the SFO and FAR Part 15. This shall be done in accordance with the Tenant Improvement section of the SFO (see Section 9.0, Tenant Improvements, of Exhibit 3, Solicitation for Offers (05/05) and Section 2.2.3, Tenant Improvements, of Exhibit 4, GSA Pricing Desk Guide (3/15/02)). If price proposals exceed the tenant improvement allowance or shell and tenant improvement costs are not clearly separated, notify the RPLO. If the Lessor does not submit three independent and competitive bids from qualified contractors or there is reason to question the reasonableness of the Lessor's proposal, the Contractor shall obtain an independent cost estimate in the CSI MasterFormat, adjusted for the geographic area, and compare it with the Lessor's proposal to substantiate the price reasonableness. The party preparing the independent cost estimate shall not have had access to the Lessor's bids. If the Lessor's price proposal is not determined to be reasonable, the Contractor shall negotiate a reasonable price for the tenant improvements.
4. Obtain a copy of the Lessor's construction schedule, required by the SFO. Ensure that it reflects required milestones. Submit a construction monitoring and inspection plan based on the Lessor's schedule to the RPLO for approval. The plan will identify the personnel, including their qualifications, who will attend the pre-construction conference and the Contractor's plan for monitoring and inspecting the construction or alteration work to ensure the project is on schedule and being constructed in accordance with the specifications and standards in the SFO.
5. Schedule a pre-construction conference with the Lessor and LPM. The RPLO shall be invited to the conference. The Contractor is responsible for coordinating the meeting and ensuring all concerns of the LPM and RPLO are addressed at the meeting. Determine dates for submission of documents required to comply with the SFO, such as plans for the disposal or recycling of construction waste, landscape plans, finish selection samples, color boards, etc. Advise the Lessor if Material Safety Data Sheets (MSDS) are

required by the SFO. If any issues arise that will impact the lease delivery schedule, notify the RPLO.

6. Inspect in accordance with the approved project monitoring plan. The Contractor is required to perform inspections to ensure the space meets the requirements of the SFO and construction documents. A locally licensed construction inspector shall perform the inspections. IRS may elect to schedule additional technical inspections for complex projects for detailed inspection of the HVAC, electrical, or structural components.
7. As required by the RPLO, assist in the negotiation and preparation of Supplemental Lease Agreements (SLAs) for signature of the RPLO. When required by the RPLO or LPM, the Contractor shall develop an independent cost estimate and review the current approved project schedule to determine if the change will have an impact on the schedule. The Contractor shall obtain the Lessor's price and, if applicable, a time extension. The Contractor shall negotiate a fair and reasonable price and time extension with the Lessor after approval of negotiation objectives by the RPLO or LPM and then prepare the SLA for signature of the RPLO. The final SLA shall establish the lease commencement date, address all modifications to the initial lease contract, and document the total commission arrangement including the expected final commission payment and the shell rent adjustment.
8. Perform a final inspection to ensure punch list items are complete. Advise the RPLO, LPM and Lessor of any incomplete items and reschedule another inspection.
9. Calculate the required cost adjustments and provide a list of item quantities and total debit/credit reconciliation to the RPLO. Prepare an SLA, obtain approval of the RPLO, and submit the SLA to the Lessor and then to the RPLO for signature.
10. Furnish a fully executed SLA with original signatures to the Lessor. Copies of all fully executed SLAs shall be forwarded to the LPM and IRS personnel designated by the RPLO.
11. Prepare an SLA for final acceptance and rent start. The SLA will include the acceptance date, expiration date of lease, adjusted rental rates, outstanding deficiencies, the commission payment and any other information required by the RPLO. Submit to the RPLO for execution with the complete lease file.
12. Submit the complete lease contract file with original documentation to the RPLO for final approval and acceptance. Lease file documents are to be filed and tabbed in accordance with Exhibit 5, Standard Lease File Check List, and set up in the folders/format specified by IRS.

C.6. ARCHITECTURAL/ENGINEERING SERVICES

C.6.1 General

1. The Contractor shall be responsible for providing architectural/engineering services, and technical assistance and support services, not including Federal Information Processing and related Support services, in the following categories:
 - (a) Architectural/Engineering Design Services
 - (b) Systems Integration & Telecommunication
 - (c) Project Monitoring
 - (d) Construction Monitoring
 - (e) Operations and Maintenance Procedures

C.6.2 Architectural/Engineering (A/E) Design Services

1. The Contractor shall provide architectural and engineering design services to support the REFM Division and A/E field sites in their responsibilities for implementing all projects, tasks and related professional services for the IRS. These A/E services, technical assistance, and support services affect various posts of duty offices throughout the United States and Puerto Rico. These A/E services are associated with design, alteration, construction and specifications for the acquisition of real property. These activities support the implementation and installation of space and facilities requirements and may include, but are not limited to, the following:
 - (a) Planning and programming
 - (b) Investigations and studies
 - (c) Analysis and evaluations
 - (d) Conceptual designs
 - (e) Plans and specifications
 - (f) Cost estimates
 - (g) Standards and guidelines
 - (h) Inspections
 - (i) Shop drawing reviews
 - (j) Standards for evaluating deliverables
 - (k) Recommendations for selections and approvals
 - (l) Preparation of operating and maintenance manuals
 - (m) Requirements and specification for maintenance contract services, and
 - (n) Other related services

2. These professional services shall be performed by the Contractor personnel or through the use of subcontracts. The PCO shall review and approve all changes in Key Personnel prior to commencement of work on this contract.
3. The IRS will review the construction work. The IRS and the Contractor shall inspect the completed construction work on behalf of IRS.
4. The Contractor shall plan, design, and evaluate IRS' facilities. The Contractor may be tasked to perform activities in, but not limited to, the following areas:
 - (a) Facility planning
 - (b) Facility pre-design services
 - (c) Facility design services
 - (d) Technical requirements for solicitation of construction bids
 - (e) Construction contractors bid technical evaluation services
 - (f) Site preparation support services
 - (g) Facility inspection, test and evaluation support
 - (h) Physical, safety and security analysis and design
 - (i) Facilities risk analyses and contingency planning
 - (j) Participation in technical meetings and reviews, and recommendations
 - (k) Quality assurance and control
 - (l) Performance measurement, assessment and tracking

C.6.3 Systems Integration & Telecommunication

1. The Contractor shall attend meetings, as directed by the IRS, with the IRS Integration Support Contractor who is under contract to the Chief Information Officer (Information Systems (IS)) whenever buildings are being renovated for these systems. The Contractor's responsibilities may be to function as a technical resource to REFM, A/E Field sites and the IS organization by monitoring and coordinating the development, planning, budgeting, scheduling, review of the implementation of projects and related aspects for site preparation and physical environment issues. The Contractor may also be tasked to perform the above functions at the project support level to REFM and A/E field sites in the implementation of projects, tasks and related aspects for site preparation and physical environment issues for IRS offices.

C.6.4 Project Monitoring

1. The Contractor may provide A/E project monitoring support services to REFM in their primary role of providing technical assistance, support and services to other operational, planning and resources project management offices or groups within IRS. These support services may include plans, projects and tasks affecting space and facilities, their physical environments, organization and operation through the duration of this contract. The Contractor project

monitoring services shall provide review procedures, milestones and quality assurance measures and standards to the IRS RPLO.

2. The Contractor shall develop an A/E Project Management Plan approved by the IRS RPLO for use by the IRS and Contractor during their long-term responsibilities, functions, and actions.
3. The A/E Project Management Plan shall include, but not be limited to, operations planning, construction contract monitoring and review, milestones, cost control, scheduling, performance and quality assurance criteria and standards. The A/E Project Management Plan shall be developed in accordance with Section C.5.3, Project Management Services.
4. Cost Control: The Contractor shall develop and maintain a cost review system which shall provide updated budget and cost estimates by project or task classification categories for the duration of the project. The cost review system shall produce a baseline cost study with comparative cost estimates covering variations in comparison with the budget for the project or tasks.

C.6.5 Construction Monitoring

1. The Contractor shall develop a comprehensive construction monitoring program to provide review and monitoring procedures, milestones and quality assurance review. The Contractor serves as a technical resource in construction contract monitoring services and post-construction services for new construction, renovations, new lease acquisitions and site preparation work. Areas of major contract actions shall include, but are not limited to, monitoring, inspecting, and reviewing the progress of projects and tasks to achieve the highest quality product in the shortest possible time at the lowest reasonable cost.
2. The Contractor shall provide technical assistance and site coordination between the several IRS specialty contractors required during the completion of the various projects. This shall require coordinating the timely installation of such features as access flooring systems, computers and associated components, telecommunications systems and building components and systems, and security and life safety systems.
3. Where government furnished material is required, the Contractor shall identify and select program equipment and systems, as well as specify delivery and installation of these materials. This program shall comply with the current applicable FAR, Department of Treasury, and IRS procurement procedures.

C.6.6 Operations and Maintenance Procedures

1. The Contractor shall provide operations and maintenance procedures and shall develop equipment and preventive maintenance programs to meet the maintenance program requirements recommended by the equipment manufacturers. The equipment maintenance schedules, inventory of properties and equipment, and technical library shall be developed by the Contractor. The Contractor shall develop statements of work, contract drawings and specification documents to be incorporated into construction or lease contracts so that these items shall be available for inclusion into a comprehensive maintenance program. In addition, the Contractor shall monitor and shall advise of the maintainability of the projects and ensure the successful implementation of the Standard Maintenance Program by:
 - (a) Reviewing project plans and specifications for maintainability.
 - (b) Physically checking new or newly renovated facilities and building systems for proper operation and for maintenance problems. This shall be performed (ninety) 90 days prior to final acceptance and occupancy by IRS.
 - (c) Developing a maintenance contract program for the designated office manager responsible for implementation. This includes but is not limited to technical review of maintenance contractor proposals, follow-up training in preventive maintenance procedures, determining priorities for maintenance, and parts stockage.

C.7. RELOCATION MANAGEMENT SERVICES

C.7.1 General

The Contractor shall be responsible for providing facility support services and technical assistance, not including Federal Information Processing, and related support services, in the following categories:

1. Facility Planning Support
2. Programming, Space Planning & Furniture Management
3. Relocation Management
4. Systems Integration & Telecommunication Coordination
5. Project Budget and Cost Control
6. Project Monitoring
7. Physical Move Services

C.7.2 Facility Planning Support

1. The Contractor's responsibility shall be to function as a technical resource for facility planning services to support REFM and its client organizations in its responsibilities for implementing all projects, tasks and related professional services for the IRS. These facility planning services shall include, but are not limited to, the following:
 - (a) Strategic Facility Planning
 - (b) Budgeting Services
 - (c) Other Related Services
2. Strategic facility planning support to REFM and its client organizations within the IRS may involve research and preparation of planning documents which assess current real estate usage, growth patterns by organizational unit, planned or anticipated organizational changes, and other factors affecting facility utilization. Long-range, short-range and tactical (implementation) plans and schedules shall be produced from those planning documents. Changes in the strategic plan shall be monitored and reported on a periodic basis. Strategic and tactical plans shall be updated as required.
3. The Contractor shall assemble and document project budgets and cost alternatives for any and all strategic, tactical and process projects. The Contractor shall develop budget tracking and reporting procedures to assist the IRS in managing the various project budgets and comparing projected and actual costs.

C.7.3 Programming, Space Management & Furniture Management

1. The Contractor shall provide various pre-design services to support REFM and its client organizations in its responsibilities for implementing all projects, tasks and related professional services for the IRS. Tasks related to pre-design phase of its work may include, but are not limited to, the following:
 - (a) Programming
 - (b) Blocking and Stacking
 - (c) Space Planning
 - (d) Furniture Layouts
 - (e) Furniture Inventory Management

(f) Other Related Services

2. During the pre-design phase, the Contractor shall meet with all affected organizations to identify staff requirements, space standards, functional adjacencies, work flow, special space or electrical/data requirements. The identified requirements shall be entered into detailed programming documents and entered into electronic format.
3. Using programming information, the Contractor may be tasked with producing blocking and stacking options and assisting the IRS in analyzing the options and selecting a preliminary plan.
4. One-line schematic space planning documents shall be produced by the Contractor in sufficient detail to review with organizational groups. After approval of the space plan, the Contractor shall produce CAD drawings and other documentation of the approved space plan containing sufficient detail of design intent for use by the IRS/Lessor's architects and engineers who will then prepare any necessary construction drawings.
5. The Contractor shall support REFM and assist the IRS in analyzing furniture requirements in connection with ongoing projects. Such assistance may include developing furniture layout drawings for furniture vendors, creating scopes of work for furniture inventory contractors, monitoring the furniture inventory process, and manipulating the resulting electronic database containing the furniture inventory to identify furniture to be re-used and furniture to be purchased.

C.7.4 Relocation Management

1. The Contractor shall provide relocation management services to support REFM and its client organizations in its responsibilities for implementing all projects, tasks and related professional services for the IRS. These relocation management services are associated with REFM projects involving reorganization/consolidation of existing facilities or the opening of new facilities. In support of the above activities the work of the Contractor shall include, but is not limited to, the following:
 - (a) Project Scheduling
 - (b) Procurement Scheduling and Coordination
 - (c) Project Monitoring
 - (d) Vendor Coordination
 - (e) Furniture Re-Use/Excess Coordination

- (f) Scope of Work Development
 - (g) Move Coordination
 - (h) Post-Move Problem Resolution Process Management
 - (i) Budgeting/Cost Control
 - (j) Other Related Services
2. The relocation management work of the Contractor by its nature requires extensive coordination with other IRS organizational entities and outside contractors such as architects/engineers, information systems/telecommunications providers, moving contractors, etc. The Contractor shall, through research, develop an understanding of, integrate and coordinate with any known IRS plans and programs affecting the involved facility or facilities; e.g., information systems, telecommunications systems, facilities management, and other active task orders and contracts.
 3. The Contractor shall conduct interactive workshops to derive the project schedule and develop team consensus. The resulting schedule shall be documented in the form of a Project Master Relocation Plan and Schedule. Phasing plans, critical paths and other documentation shall be included to support the plan in both text and graphic forms. Detailed Action Item Reports shall be generated in computer scheduling software such as Microsoft Project. The Action Item Reports shall integrate the action plans of all affected groups including, for example, REFM, affected IRS branches and groups, A/E contractors, construction contractors, IRS IS and Telecommunications functions, IRS Facilities Management and Support Services functional areas, National Treasury Employees Union, etc.
 4. Procurements for services and/or equipment will be identified and scheduled. The Contractor may assist in the development of Scopes of Work for contract services as necessary. A procurement tracking system shall be established and implemented to assure that all products and services arrive on schedule.
 5. The Contractor shall assist the IRS in leading regular team meetings to monitor the project schedule, track progress and coordinate multi-discipline issues. The project schedules and Action Item Reports shall be updated on a regular basis. Additional action plans shall be developed to resolve major issues as they arise.
 6. As a part of relocation management, the Contractor shall function as a technical resource to REFM and the various IS organizations to plan for the relocation or procurement of IS systems and to organize, budget, schedule,

review and monitor progress of those plans.

7. The Contractor shall coordinate the activities of outside vendors, including interfacing with IRS security to arrange deliveries. The Contractor may assist the IRS in developing Scopes of Work for moving contractor services, furniture installation work, specialized equipment movers, rigging, and other related services.
8. The Contractor shall assist the IRS' architect/engineer, or if none takes the lead, in assigning new locations for existing furniture to be re-used in the new facility. Existing and new location information shall be entered into an inventory database, which shall then be manipulated to provide reports for accurate furniture tagging for move and/or excess purposes. All furniture identified as excess shall be listed and provided to the LPM.
9. The Contractor shall develop and document a move logistics plan, which provides maximum cost efficiency and minimum business disruption to the IRS. The Contractor shall produce furniture placement diagrams and other move signage and provide on-site move observation and support. The Contractor shall develop and implement processes for resolving post-move problems. A "Lessons Learned" document shall be produced for the purpose of improvement of future relocation project implementations.

C.7.5 Systems Integration and Telecommunication Coordination

The Contractor shall provide systems integration and telecommunication coordination services to support REFM and its client organizations in its responsibilities for implementing all projects, tasks and related professional services for the IRS. The Contractor shall not provide design services but shall document and coordinate the interrelated activities of the Integration Support Contractor, other contractors, and local and national IS/Telecommunications groups whenever the delivery of IS and telecommunications services will likely be affected by a project.

C.7.6 Project Budgeting and Cost Control

The Contractor shall provide project budgeting and cost control services to support REFM and its client organizations in its responsibilities for implementing all projects, tasks and related professional services for the IRS. The Contractor shall assemble and document project budgets and cost alternatives. The Contractor shall develop a budget tracking and reporting system to assist the IRS in managing the various project budgets. The budget tracking system shall provide variance reports to compare projected and actual costs as well as other management reports that may be required from time to time.

C.7.7 Move Services

At a minimum, the Contractor shall:

1. Supply all needed labor, supervision, equipment, supplies, and services to perform relocation of the IRS offices in an orderly, timely, and efficient manner. The required services shall include padding and protection, necessary equipment, disassembly of the property where necessary, reassembling that which the Contractor has disassembled, removing all padding, protection and equipment from the premises. The pre-move, move, and the post-move shall each be scheduled with the IRS and the Lessor and shall include the following:

(a) Pre-Move:

The Contractor shall coordinate and meet with the IRS and Move Coordinator at least three (3) weeks prior to the move date, and provide the IRS with different color-coded pressure sensitive labels in sufficient quantities. The Contractor shall provide rent-a-crates or boxes for the movement of office contents, file cabinets, file rooms, supplies and miscellaneous contents ten (10) working days prior to the move. The pre-move preparation will be conducted on days to be specified, prior to the scheduled move dates. Preparation shall include the dismantling of the desks, systems furniture and components, conference room tables, and the placement of furniture pieces on dollies in preparation for the scheduled move. During business hours, the protective materials shall be installed. In all personal staff offices, the IRS' employees will pack the contents of desks, credenzas, file cabinets and personal items. The Contractor shall pack and relocate all remaining items to include desktop computers, peripherals, cables, cords, etc. The Contractor is not responsible for moving the following: laptop computers, server equipment, computer disconnects and hook-ups, copy machines, or the telephone system.

(b) Move:

The scheduled move shall include all offices to be relocated in the priority established by the Move Coordinator, including the moving of the existing furniture of offices, conference rooms and other spaces within the timeframe established in the contract.

(c) Post-Move:

The post-move shall include relocation of furniture and contents within offices, as requested by IRS personnel, following the move. The Contractor shall provide sufficient labor services during scheduled hours

on the three business days following the move for necessary adjustments and fine tuning. The Contractor shall remove all trash and the unpacked cartons resulting from the move and dispose of trash off premises.

2. Supply and install all necessary protective material (e.g., masonite for floors and carpeted areas; tile; corner buck; glass and wall protection) and utilize appropriate protection for all marble and granite areas as required by the Lessor and the IRS. The Contractor shall ensure hallways and floors on the premises are protected from move-related traffic from each freight elevator and the office suite entrance lobby. The Contractor shall be responsible for any damage to the walls and carpets at all move locations.
3. Provide a Move Foreman (Foreman) to work with the Move Coordinator in the planning, supervision and execution of the move. The Foreman shall:
 - (a) Assure that the move schedule is executed on the target date and times, according to the Move Coordinator instructions.
 - (b) Work with the Move Coordinator in developing and presenting a staging plan to the LPM prior to the move for review, and shall as necessary, implement any recommended changes.
 - (c) On the days and/or evenings of the move, apprise the Move Coordinator of the actual status of the move in relation to planned status at least every two hours; if the move is proceeding more slowly than planned, the Foreman shall advise the LPM of action being taken to ensure the schedule is met.
 - (d) Be available for consultation with the LPM from the date of subcontract award until the move commencement and again for a period after completion of the move and be on site as requested by the IRS, up to as much as full time, one week in advance of the move date and through the final walk through.
 - (e) Locate and find all previously moved items lost or missing from the inventory of the "to" destination or reported to be lost by IRS staff and determine the process for identifying lost items.
 - (f) Assure that all items are labeled and properly marked with their destination information and ensure that all items are placed as indicated by the directional signage (e.g., furniture, records, other equipment and each office's contents).
4. Manage employee identification. For security purposes, each employee of the Contractor shall be uniformly attired in the same type and color uniform plainly lettered with the moving company's name. The Contractor's

supervisors shall have shirts which are readily identifiable and somewhat different than those of the laborers.

5. Provide Damage Management Services. At a minimum, the Contractor shall:

- (a) Conduct a pre-move walk-through three days prior the move to identify existing damage, if any. The Contractor shall record damage and provide a typed pre-move damage report to IRS one day prior to the move.
- (b) Conduct a post-move walk-through the day following completion of the move to estimate damages to the building, furniture and equipment. This walk-through does not relieve the Contractor of damages identified by personnel within three (3) business days following the post-move and subsequent to this walk-through. Additional damages will be provided to the Contractor within seven (7) business days after completion of the relocation. The Contractor shall provide a typed copy of the reported damages within five (5) business days after the move.
- (c) Repair or replace all equipment, furniture or building damage made during the move. The Contractor shall reconcile all damage or loss caused by its workers in the execution of the contract.

C.8. DISPUTES, PROTESTS, CLAIMS AND APPEALS, CONGRESSIONAL INQUIRIES AND FREEDOM OF INFORMATION ACT (FOIA) INQUIRIES

In the event of a protest, dispute, claim, appeal, Congressional inquiry, FOIA or other such inquiry, the Contractor shall provide necessary services to address the issue for any tasks they have performed.

In the event coordination with IRS Chief Counsel on matters related to the Contractor's performance on the contract or a task order is required, the COTR or RPLO will handle the coordination. The Contractor shall not contact IRS Chief Counsel directly. If IRS Chief Counsel needs to contact the Contractor personnel directly to resolve an issue, the Contractor shall respond to requests for information in writing within the timeframe requested.

C.8.1 Disputes/Protests

NOTE: The Contractor shall not directly contact the Lessor or protestor concerning a dispute or protest without first obtaining written IRS Chief Counsel approval.

If a protest is filed on a lease acquisition where services were performed by the Contractor (whether filed with IRS, Government Accountability Office, or a court of jurisdiction), the Contractor shall:

1. Prepare documents required to adequately address the issues raised in the protest, as directed by the RPLO or PCO. Documentation may include, but is not limited to, Notice of Receipt of Protest, Contracting Officer's Statement of Fact and Position, or a Findings and Determination to authorize contract award and performance.
2. Assemble a protest file in accordance with FAR 33.1.
3. Participate as fact witnesses in meetings, alternative dispute resolutions, depositions, hearings or trials related to the lease acquisition as may be required by IRS.

C.8.2 Claims/Appeals

If a claim is filed by a Lessor on a lease awarded by IRS as a result of a task order issued under this contract, the Contractor shall prepare, for the signature of the RPLO, a Contracting Officer's Final Decision memo with all related supporting documentation. This work would be related to a claim that may arise from a build-out on a lease awarded under a task order where the Contractor was responsible for monitoring the Lessor's performance. The Contractor shall:

1. Assemble a claim file in accordance with FAR 33.2.
2. Participate as fact witnesses in meetings, alternative dispute resolutions, depositions, hearings or trials related to the lease as may be required by IRS.

C.8.3 Appraisals

Upon request from the RPLO, the Contractor shall provide appraisals prepared by Member of Appraisal Institute (MAI) appraisers licensed in the State where the property in question is located, to obtain an opinion or a Fair Annual Rent estimate in line with the uniform Appraisal Standards.

C.8.4 FOIA/Congressional/Other Inquiries

Prior to completion of a task order, the Contractor shall, as requested by the RPLO, provide input concerning FOIA requests, Congressional inquiries, or other similar requests for information.

C.9. REPORTS

Once a task order is awarded, the Contractor shall provide monthly reports to the COTR listed in Section G, Contract Administration Data.

The reports listed below shall be submitted to the COTR monthly via e-mail in a software format that will be provided at the award of the first task order under this contract.

C.9.1 New Task Orders/Modifications Received

- Contract Number
- Contractor Name, Contact Name and Phone Number
- Task Order Number
- Modification Number (when applicable)
- Issue Date
- RPLO
- Name of Business Unit(s)
- Location (Street Address, City, State)
- GSA Building Number
- Office Area Square Footage
- Task Description
- IRS Required Occupancy Date
- Estimated Commission/Proposed Fixed Fee

C.9.2 Leases Awarded

- Contract Number
- Contractor Name, Contact Name and Phone Number
- Lease Number
- Lease Award date
- Task Order Number
- Task Order Issue Date
- RPLO
- COTR
- Name of Business Unit(s)
- Location (Street Address, City, State)
- Total Rentable Square Footage
- Actual Occupancy Date

C.9.3 Commissions Collected/Fixed Fee

- Contract Number
- Contractor Name, Contact Name, Phone Number
- Task Order Number
- Issue Date
- RPLO
- Name of Business Unit(s)
- Location (Street Address, City, State)
- Total Rentable Square Footage
- Lease Number
- Lease award date (initial)
- Occupancy Date (final)
- Commission Basis (such as total raw rent rate)
- Total Lease Commission Percentage

- Total Lease Commission Dollar Amount/Total Fixed Fee Dollar Amount

C.9.4 Task Orders Completed

- Contract Number
- Contractor Name, Contact Name and phone number
- Task Order Number
- Issue Date
- RPLO
- COTR
- Name of Business Unit(s)
- Location (Street Address, City, State)
- Total Rentable Area Square Footage
- Lease Number
- Lease Award Date
- Occupancy Date
- Date Final Submission to COTR, Lease files, as built, etc

C.9.5 Other Services Provided

Identify any services provided for disputes, protests, FOIA, Congressional or other inquiries, and requests for market data. Identify the office requesting the information and if the information or service is related to a task order or lease, include the task order number and lease number.

C.10. MARKET DATA

Occasionally, IRS has a need for limited market data that real estate firms typically provide to clients. Therefore, if requested by IRS, the Contractor shall provide the following types of market data to IRS:

1. Summary market information such as:
 - (a) Number of buildings and total square footage by type of space and buildings available for the intended use
 - (b) Specific class vacancy rate
 - (c) Typical market concessions, tenant work letters, tenant services and building common area factors, where applicable
 - (d) Estimated per rentable square foot costs for operating expenses and property taxes
 - (e) Asking rental rate per rentable SF and per ANSI/BOMA Office Area SF

2. Comparable market range: The Contractor shall provide a range of market rental rates, broken down by components, for each applicable class of buildings surveyed. Comparable leases obtained as part of the market analysis shall substantiate the rental ranges quoted. Components of the analysis shall include:
 - (a) Base rent (e.g., recovery of investment on ownership costs of land, building, financing plus profit)
 - (b) Space build-out cost amortized over lease term
 - (c) Property tax cost
 - (d) Operating costs
 - (e) Other costs not included in the lease

The total of these items will constitute total gross rental cost.

If it is not possible to provide comparable data on at least three buildings, the Contractor shall provide a written explanation of the market conditions preventing the collection of the required data.

C.11. QUALITY CONTROL REQUIREMENTS

The Contractor shall be responsible for quality control of all services provided under the contract. Inspection by IRS does not relieve the Contractor of this responsibility.

C.12. MINIMUM STANDARDS FOR TASK ORDER ACCEPTANCE

C.12.1 Lease Acquisition and Post-Award Services

C.12.1.1 Technical Quality

Performance of most services will result in a lease contract for IRS. Therefore, all services must be in compliance with regulations listed in Exhibit 1 (Laws, Policies, Regulations, and Executive Orders) and with the terms and conditions of the contract to be acceptable to IRS. Services and submissions will be inspected and accepted by the COTR at stages specified in the work description. The purpose of inspection is to determine technical compliance with applicable laws, statutes, and regulations and with any other contract requirement. The Standard Lease File Check List (Exhibit 5) documents steps that must be performed during a Federal lease acquisition and will be the primary document used by the COTR to evaluate compliance with technical requirements. Services

not performed in accordance with regulations and the terms of this contract will not be considered acceptable.

C.12.1.2 *Documentation Quality*

Documentation submitted shall be complete, accurate, neat, and assembled in accordance with contract requirements or it will not be accepted.

C.12.1.3 *Timeliness*

Work must be performed in accordance with timeframes/dates agreed to by the Contractor and approved by the PCO in writing and reflected in the project schedule or included in the task order. Unless an excusable delay is identified and approved by the PCO in writing, failure to meet required delivery dates or to meet milestones which endangers performance of a task order may result in termination of a task order for default in accordance with the default clause of this contract or by other remedies available to IRS.

C.12.1.4 *Communications*

Failure to keep appropriate parties apprised of project status in a timely manner will be considered in evaluating performance and could result in termination of a task order for default if it endangers successful performance of the task order.

C.12.2 *Supplemental Task Order and Contractor Evaluation Criteria*

The Office of Management and Budget (OMB) evaluates IRS on its achievement of certain long term goals for the leasing program. In addition to performance on a specific task order, the Contractor's performance will be evaluated to determine whether their services are helping IRS to meet these goals. The level to which a Contractor is impacting the attainment of these goals will be considered when determining which Contractor will receive task orders and whether contract option years will be exercised. These goals may be updated during the terms of the contracts.

The COTR will conduct a post-performance assessment upon completion of each task order. One goal of the assessment is to promote maximum performance on future task orders. The IRS' findings regarding Contractor performance will also be used to assist IRS in placing future task orders under the fair opportunity provisions of the contract, to determine if contract options will be exercised, and to document problems that endanger successful performance under the contract. The COTR will document the performance discussion in writing and provide a copy to the Contractor and the PCO. The data will be considered by the PCO when preparing the annual contract evaluation data that will be entered into the NIH Contractor Performance System (NIHCPS). IRS will address, at a minimum, the following areas in each task order assessment:

C.12.2.1 Communications

Work under the contract requires a high level of coordination with IRS officials, such as the COTR, Contracting Officers, business units, City and State officials, Offerors, Lessors, etc. The Contractor is expected to represent IRS in a professional manner in dealing with all parties and to provide excellent customer service to IRS.

The Contractor shall keep the COTR and LPM informed of a project's status. Any issues which will delay the acquisition shall be reported to the COTR and LPM immediately.

Calls from a RPLO, PCO, COTR, and LPM shall be responded to within one business day.

C.12.2.2 Quality of Personnel Assigned to Task Orders and Written Submissions Submitted to IRS

An evaluation will be made to determine if:

1. Qualified personnel with a thorough understanding of the contract requirements and Federal acquisition regulations performed services.
2. Submissions were on time, complete, accurate, and neat.
3. Contract personnel demonstrated in-depth knowledge of the local market and their efforts resulted in adequate competition.
4. The Contractor displayed expertise in their analytical and negotiating abilities resulting in a lease at or below fair market rates or, if specified, IRS performance targets.
5. Contractor personnel were responsive and kept appropriate parties informed of project status during the performance of Post-Award Services. The COTR and LPM were advised of problems that would impact the schedule. There were no significant delays due to performance by the Contractor.

C.12.2.3 Submissions to the Contracting Officer and Ordering Officials

The Contractor followed proper procedures in contacts with IRS personnel with delegated authority to perform contract functions as outlined in Section G, Contract Administration.

Administrative submissions, i.e., conflict of interest, nondisclosure statements, reports, etc., were submitted in a timely manner, were complete, accurate and in compliance with contract requirements.

Assistance with requests for services in connection with protests, claims, inquiries and market analysis data were performed within timeframes requested and submissions were complete and accurate.

C.12.2.4 Compliance with Subcontracting Plans

If subcontracting plans are required, they will be reviewed by the CO to determine if the Contractor is making a good faith effort to comply with their approved plan.

Subcontracting plans were based on estimated commissions (revenues). Plans will be monitored based on actual revenues to see if the percentages proposed in the plan for subcontract to the designated categories have been met.

C.13 NATIONAL INSTITUTE OF HEALTH CONTRACTOR PAST PERFORMANCE SYSTEM (NIHCPS)

Performance data related to quality, cost control, timeliness of performance, business relations, subcontracts, key personnel, compliance with subcontracting plans, and customer satisfaction will be entered annually at the end of each contract performance period into the National Institute of Health's Contractor Performance System (NIHCPS).

Contractors shall register at the NIH website <https://cpscontractor.nih.gov>. After registering a PIN number will be issued via email. When performance data concerning a Contractor's firm is posted, a registered contractor receives an e-mail notification and is provided an opportunity to submit comments. The Contractor must have the PIN number issued at the time of registration to access the system. Data from this system is transmitted to the Past Performance Information Retrieval System (PPIRS) which is accessible governmentwide to Federal Contracting Officers who evaluate contractors' past performance prior to the award of a contract. Unsatisfactory performance on this contract could have an adverse impact on the award of other government contracts.

Section D

PACKING AND MARKING

D.1. PAYMENT OF POSTAGE AND FEES

The Contractor shall pay all postage and fees related to contract services performed.

The Contractor is not required to use express mail as long as they can meet required submission dates using regular mail.

D.2. BUILDING DRAWING FILES

Building drawing files may NOT be transmitted via email.

D.3 MARKING

All correspondence, including emails, shall include the Contract Number and Task Order Number.

All documents prepared by the Contractor for signature by an Internal Revenue Service (IRS) official must be prepared on IRS letterhead.

In accordance with FAR 11.106(c), all documents prepared by the Contractor must be marked to indicate the Contractor prepared them.

D.4 SOFTWARE REQUIREMENTS

The Contractor shall submit data to the Government using the Microsoft Office Suite, specifically, Word and Excel. Documents must be prepared using the most current publicly available version of the above listed software or one release prior, provided it is compatible with the current version of each used by the Internal Revenue Service.

Section E

INSPECTION AND ACCEPTANCE

E.1. GENERAL

Contractors are responsible for their own quality control including the day-to-day inspection and monitoring of all work performed to ensure compliance with the contract and task order requirements.

Services must be in compliance with contract requirements including, applicable laws and regulations. Submissions must be complete, accurate and professionally prepared prior to acceptance by the Government.

The COTR will perform inspection and acceptance services for the Government.

E.2. 52.246-4 INSPECTION OF SERVICES—FIXED PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default. (End of clause)

Section F DELIVERY AND PERFORMANCE

F.1. PLACE OF PERFORMANCE

Services are required nationwide throughout the United States, the District of Columbia and the Commonwealth of Puerto Rico.

F.2. TERM OF CONTRACT

The performance period of this contract is one year with four one-year option periods. Exercise of an option is a unilateral right of the Government.

F.3. ORDERING PROCEDURES

3.1 Performance of any services for the Government under this contract will be requested by issuance of a task order. Contractors shall accept only written task orders issued on a Standard Form (SF) 347 signed by the Contracting Officer. The contractor may, at the Contracting Officer's request, be required to acknowledge and accept task orders by signing and returning task orders. Task orders may be issued by facsimile or by electronic commerce methods (e-mail).

3.2 The Contractor must inform the Contracting Officer (CO) in writing not later than three working days following the receipt of a task order whether a conflict of interest exists. Task orders must be accepted unless the Contractor documents that a conflict of interest exists, and the CO, after consultation with Legal Counsel, concurs that performance of the task order by the Contractor is not in the best interest of the Government. Detailed requirements related to conflict of interest are in Section H.3.

3.3 The Contractor shall submit conflict of interest and non-disclosure statements, **Exhibits 8A and 8B** to the Contracting Officer no later than three working days after receipt of a task order for Contractor or subcontract personnel who will perform services in connection with the task order. If multiple personnel will be involved in performing services in connection with the task order, the services to be performed by each person shall be identified as well as the person who has overall responsibility for the task order. If additional personnel are assigned to the task order at a later date, a nondisclosure/conflict of interest statement shall be requested of the Contracting Officer prior to the additional personnel starting work on the task order. If requested by the CO, the Contractor shall submit documentation demonstrating that personnel assigned to a task order hold the appropriate state license to perform the services required by the task order. The Contractor shall contact the COTR to schedule a date for orientation no later than three (3) days after submission of nondisclosure/conflict of interest statement. If a potential conflict is identified, then the COTR shall be contacted to schedule orientation within three days of notification of the CO's determination to proceed with the order.

3.4 For each task order awarded, the Contractor shall provide full disclosure of all compensation, regardless of the form of the compensation, to be received by the

Contractor for each lease action. This information shall be provided to the Contracting Officer prior to the signing of a lease by the Real Property Lease Officer.

3.5 The COTR will hold an orientation with the Contractor and the IRS Project Location Manager prior to the Contractor starting work on a task order to ensure all parties clearly understand the roles and responsibilities of each party and to ensure the Contractor clearly understands field office's requirements and concerns. Orientation may be conducted telephonically. The Contractor shall document areas discussed at orientation and provide a copy to the COTR with the project schedule.

3.6 The Contractor must accept all modifications to existing task orders regardless of the amount.

3.7 A firm delivery date will be established for each task order. The date shall either be established prior to award of the task order and included on the task order; or if it is necessary to establish the required delivery date during orientation after award of the task order, it shall be established in the approved project schedule. A copy of the approved schedule shall be provided to the CO after approval by the COTR. After COTR approval, no changes may be made to the required delivery date (occupancy date) unless the task order is modified by the CO.

Section G CONTRACT ADMINISTRATION DATA

G.1. ROLES AND RESPONSIBILITIES OF GOVERNMENT PERSONNEL

G.1.1 CONTRACTING OFFICER (CO)

The CO has the overall responsibility for administration of the contract. The CO alone, without delegation, is authorized to take action on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules; make final decisions on disputes; terminate the contract for convenience or default; and issue final decisions regarding contract matters. The CO may delegate certain other responsibilities to authorized representatives.

The Contracting Officer is:

Donna Andersen
Internal Revenue Service
OS:A:P:P:B
6009 Oxon Hill Rd, 5th flr
Oxon Hill MD 20745

Phone: (202) 283-1341
Fax: (202) 283-1528
Email: donna.l.andersen@irs.gov

G.1.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The COTR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COTR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, to change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or task order).

When, in the opinion of the contractor, the COTR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the contractor until the contracting officer has issued a modification to the contract (or task order) or has otherwise resolved the issue.

In the absence of the COTR named above (due to reasons such as leave, illness, official travel), all responsibilities and functions assigned to the COTR shall be the responsibility of the alternate COTR acting on behalf of the COTR.

The COTR is:

Paul "Skip" Carroll
 OS:A:RE:DS
 1111 Constitution Ave. N.W.
 CP6, 10th Floor
 Washington, DC 20224
 Phone: (202) 283-9397
 Email: Skip.Carroll@irs.gov

G.1.3 LOCAL PROJECT MANAGER (LPM)

A LPM will be delegated in writing on each task order. The LPM is responsible for day-to-day monitoring of Contractor performance, for inspection, recommendation of acceptance of services and submissions to the COTR, and for resolving problems and issues within their delegated authority. Responsibilities include reviewing and inspecting deliverables to ensure compliance with contract requirements; ensuring defects or omissions are corrected; conferring with representatives of the Contractor regarding any problems encountered in the performance of the work; monitoring adherence to schedules and reporting performance problems to the COTR or CO; and acting as liaison between the field office and the contractor.

G.2. FINANCE DATA – COMMISSIONS

The Contractor shall document on the SF-2, the commission negotiated with an offeror, the percentage and amount of the commission to be applied to either rent or tenant improvements at lease award, and, if there is any change after award, on the final supplemental lease agreement for the acquisition.

The commission negotiated for a lease acquisition by the Contractor shall be based on a lease term not to exceed the firm term of the lease. Commissions will not be negotiated or collected on option periods of lease terms beyond the firm term.

If the Contractor collects a commission from a lessor or other party and does not complete all services required by the Contract for satisfactory performance of the task order, the contract may be terminated for default and the Contractor may be liable for damages to the Government.

G.2.1 APPLICATION OF COMMISSION CREDITS TO THE LEASE

The Contractor shall have the Lessor credit to the lease transaction the percentage of the Contractor's commission proposed for this contract in Section B.2.2. Commission credits will be evaluated when evaluating offers. In the Present Value Analysis credits will be reflected as a reduction to the shell rent or tenant improvements and applied as a one-time lump sum rental reduction. If the rental reduction exceeds the monthly rental amount, the credit shall be applied in the shortest time possible.

G.2.2 TERMINATION OF LEASE ACQUISITION TASK ORDER PRIOR TO COMPLETION

In the event a task order is terminated for the convenience of the Government prior to award of a lease, the Government will not reimburse the Contractor for any costs associated with the task order.

G.2.3 DTAR 1052.219-70 SF 294 AND SF 295 REPORTING (MAR 2002)

For Offerors (other than small business concerns) the subcontracting plan and goals for award to small business concerns will become a part of the contract.

In accordance with the clause "entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan" in Section I and contract schedule, SF 294 and 295 reports shall be submitted to the following personnel:

ADDRESSEE	SUBMIT SF 294	SUBMIT SF 295
Contracting Officer (Address shown on front of contract)	Original	Original
Small Business Specialist Internal Revenue Service 6009 Oxon Hill Road, 5 th Flr Oxon Hill MD 20745	Copy	Copy
Department of the Treasury Office of Small Business Development (MMD) 1500 Pennsylvania Ave, NW c/o 1310 G St, NW, Suite 400W Washington DC 20220	Copy	Copy

In accordance with FAR clause 52-219-9, (j) Small Business Subcontracting Plan, the following reports must be submitted by the dates below:

1. If an individual plan was submitted the following reports are due:

<u>Calendar Period</u>	<u>Report Due</u>	<u>Date Due</u>
10/01-03/31	SF-294	April 30th
04/01-9/30	SF 294	October 30th
10/01-9/30	SF-295	October 30th
Contract Completion	SF-294	

2. If an activity is covered by a commercial plan

<u>Calendar Period</u>	<u>Report Due</u>	<u>Date Due</u>
10/01-09/30	SF-295	October 30th

SDB Participation Targets Reporting

In accordance with FAR Clause 52.219-25 all Contractors (Small and Other than Small) shall submit reports at the end of each contract performance period.

G.3 IR1052-01-001 ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS

In order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. CCR is the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing <http://www.ccr.gov>. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days. The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an EFT account in order to receive electronic payments, in accordance with the Debt Collection Improvement Act. Contractors shall then submit a completed Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (formerly SF 3881) directly to: Internal Revenue Service Office of Financial Applications Support and Technology P. O. Box 3339, Cincinnati, Ohio 45201-3339 Or Fax to: (513) 263-5020 The ACH Vendor/Miscellaneous Payment Enrollment Form can be obtained from the IRS Contracting Officer or from the IRS Office of Financial Applications Support and Technology, points of contact, Joan Aker or Nancy Estep at (513) 263-5069/5055, if not included in this solicitation/award. In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Office within three (3) business days. Under this award, those contractors not registered in CCR but enrolled in EFT payments, are also required to report any changes to their business information to the IRS Beckley Finance Office within three (3) business days. Contractors can e-mail notification of their changed CCR and EFT business information directly to: CFOBFC.CCRPaymentinformation@irs.gov Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award

and payments will be rejected or suspended. Contractors may only request a waiver from EFT payments if they meet one of the criteria listed on the Request for Waiver of Electronic Funds Transfer (EFT) Payment Form. The waiver request form can be obtained via the Contracting Officer or the IRS Office of Financial Applications Support and Technology at telephone (513) 263-5069/5055 or e-mail Nancy.V.Estep@irs.gov or Joan.Aker@irs.gov. Waivers from EFT Payments are only granted by the IRS Office of Financial Applications Support and Technology and contractors must obtain the waiver from EFT payments, prior to award being made.

G.4 IR1052-0002 PAID SYSTEM

Access On-line Payment Information. The U. S. Department of Treasury, Financial Management's Payment Advice Internet Delivery (PAID) system provides contractors with invoice payment information included with an Electronic Funds Transfer (EFT) payment made via the Automated Clearing House (ACH) payment system. PAID is free to contractors with Internet access. Registration for the PAID system can be done on-line at <http://fms.treas.gov/paid/> (Note: no "www"). Register using your Taxpayer Identification Number (TIN) and then select a user ID, password, and a specific method of delivery. The PAID webmaster will verify your registration and notify you that your access has been activated within five (5) business days and confirm your acceptance by e-mail. Registered contractors can look up all payments, or search by invoice number, amount, date of payment and other remittance information, such as, interest penalty or discounts taken. Access is limited to your payment data and the information is available for 60 days beginning the day after your account has been activated. If you have any questions about payment information found on PAID, contact IRS, Beckley Finance Center at (304) 256-6000.

Section H

SPECIAL CONTRACT REQUIREMENTS

H.1. PERSONNEL

H.1.1 AVAILABILITY

Contractor personnel assigned to a task order shall be available from 8:00 a.m. until 5:00 p.m. in the time zone in which the task order is being performed.

H.1.2 IDENTIFICATION

In accordance with FAR 11.106 Contractor personnel who attend meetings or work in situations where their actions could be construed as acts of Government officials must be clearly identified as Contractor personnel.

H.1.3 SECURITY

A Contracting Officer or a designated representative may require the Contractor to remove any employee(s) from IRS controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on IRS controlled property.

The Contractor shall fill out and cause each of his employees on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons.

Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card, Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status. All contract employees and subcontractor employees working on task orders under this contract must have command of the English language and be able to fluently speak and write in English.

Employees that can not meet security or clearance requirements will not be allowed to work in, or around, an agency's space.

H.1.4 STANDARDS OF CONDUCT

The Contractor is responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and is responsible for taking such disciplinary action with respect to his/her employees as may be necessary. Each employee is expected to adhere to standards of behavior that reflect credit on him/herself, his/her employer, and the Federal Government.

H.1.5 REMOVAL FROM CONTRACT WORK

The Contracting Officer may request that the Contractor immediately remove any contract employee(s) from contract work who the Government deems incompetent, careless, insubordinate, unsuitable or otherwise objectionable; or whose continued employment the Government deems contrary to the public interest, inconsistent with the best interests of security, or is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.

The Contracting Officer may also request that the Contractor immediately remove any employee(s) from contract work should it be determined that individuals have been disqualified for either suitability or security reasons, or who are found to be unfit for performing duties.

The Contractor shall comply with any removal request. For clarification, a determination of unfit may be made from, but not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

- A. Failure to receive a suitability determination, temporary clearance, or clearance from GSA or a tenant agency.
- B. Violation of Federal, State, or local law.
- C. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes the carrying or possession of explosives, or items intended to be used to fabricate an explosive or incendiary device.
- D. Neglect of duty, unreasonable delays or failures to carry out assigned tasks,
- E. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- F. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also participation in disruptive activities that interfere with the normal and efficient operations of the Government.
- G. Theft, vandalism, immoral conduct, or any other criminal actions.
- H. Selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects.
- I. Improper use of official authority or credentials.
- J. Unauthorized use of communications equipment on Government property.
- K. Violation of security procedures or regulations.
- M. Violation of Title 18, U.S.C., Section 930, which prohibits the knowing possession or the causing to be present of firearms or other dangerous weapons in Federal facilities and Court facilities.

The Contracting Officer will make all determinations regarding the removal of an employee(s), except under certain conditions. When the Contracting Officer is not available, either during the day or after hours, or in situations where a delay would not be in the best interest of the Government or is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population, the COTR will have the authority to immediately remove the contract employee from contract work. Law enforcement officers of the Federal Protective Service (Police Officers, Physical Security Specialists, or Criminal Investigators) will have the authority to immediately remove any contract employee from the work site who is found to be in violation of any of the items

mentioned above and where a delay in removal would not be in the best interests of the Government, security, or is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population. The Contracting Officer should be notified as soon after the incident as practical or at the beginning of the next business day if an action happened after hours. The Contracting Officer will make all official notifications to the Contractor. In the event of a dispute, the Contracting Officer will make the final determination. Specific reasons for removal of an employee(s) will be provided to the Contractor in writing.

The Contractor is responsible for providing replacement employees if contract employees are removed from contract work.

H.1.6 PERSONNEL QUALIFICATIONS

H.1.6.1 General

The Contractor shall ensure that employees, including manager(s) and subcontractor personnel have the required certifications, licenses, experience, and training specified in the contract in order to efficiently and effectively perform the services. If requested by the CO, Contractors may be required to submit resumes for personnel proposed to perform duties required under this contract. At minimum, resumes should address education, experience, knowledge and expertise of the person, and suitability for the particular task order to which they are assigned.

The Contractor shall utilize the personnel named or otherwise identified to perform the services for each task order. In the event personnel, other than the designated personnel, are proposed to perform the services, the Contractor shall notify the Contracting Officer and, if requested, provide a complete resume for proposed substituted personnel. No delay in Contractor performance will be allowed as a result of the Contractor's substitution of personnel.

While the Contractor may have several personnel performing work in connection with a task order, one Program Manager with overall responsibility for successful completion of the task order must be designated for each task order.

Contractors and their subcontractors must be licensed brokers who have the authority to collect commissions on behalf of the Contractor for all locations where services may be required. It is the Contractor's responsibility to obtain all required State or other licenses required to perform services described in the contract.

Subcontractor firms and their personnel must meet the same standards as the Contractor's personnel. The prime Contractor is responsible for all work performed by their subcontractors.

H.1.6.2 Project Manager(s)

The Contractor must provide a Project Manager for the overall contract who will be the primary contact for the Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR) for matters related to the contract. The Project Manager or an alternate must have the full authority to make decisions on behalf of the Contractor and must be available on a daily basis.

The Project Manager and alternate are considered key personnel. The Contractor shall notify the Contracting Officer (CO) immediately upon receiving knowledge that either person will be replaced. The Contractor shall provide the resume for the potential replacement to the CO for approval. Substitutions will only be approved if the proposed replacement's experience and education either equal or exceed that of the current Project Manager or alternate.

H.1.6.3 Leasing Personnel

Commercial real estate services described in the contract must be performed by licensed, qualified commercial real estate personnel with a minimum of three years experience in performing commercial real estate transactions (tenant representation services) similar to those described in the contract. They shall have a thorough knowledge of the local real estate market for the delineated area for the lease acquisition, know which areas fit a client's needs and budget, and be familiar with local zoning laws, etc. They must be fully familiar with the requirements of the contract and with all Federal laws and regulations that must be followed for a Federal lease acquisition. The Contractor is required to meet all State and local licensing requirements for their personnel performing lease transactions for any location where services may be required. Personnel assigned to a task order shall be available during the normal work hours of the Region where work is being performed. If multiple personnel will perform services in connection with a task order, a primary contact with overall responsibility for successful completion of the task order must be identified for each task order.

H.1.6.4 Construction Inspection Personnel

Must be a registered architect or have a minimum of 5 years experience performing construction inspections services similar to those required by the contract.

H.2. RESTRICTIONS ON OTHER WORK

Upon award of a task order, Contractors shall disclose that they are acting as an exclusive representative of the IRS for the transaction.

The Contractor, its employees, or subcontractors and their employees, performing services under any task order issued hereunder shall neither solicit other work to be performed under this IRS contract nor accept additional work under this contract from any Federal agency other than IRS.

H.3. ORGANIZATIONAL CONFLICTS OF INTEREST

(a) General. Subpart 9.5 of the Federal Acquisition Regulation, 48 C.F.R. 9.5, prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.

(b) Purpose. The purpose of this clause is to avoid, neutralize, or otherwise mitigate organizational conflicts of interest that might exist related to a Contractor's performance of work required by this contract. Such conflicts may arise in situations including, but not limited to: a Contractor's participation as an offeror or representative of an offeror, in a procurement in which it has provided assistance in the preparation of the Government's requirements and specifications; a Contractor's providing advisory assistance to the Government in a procurement in which the Contractor's firm, or one which the Contractor

represents, is an actual or potential offeror; and a Contractor's participation, as an offeror or representative of an offeror, in a procurement where the Contractor has obtained confidential or proprietary information relating to competing offerors as a result of the Contractor's work on prior task orders.

(c) Definitions. For purposes of this clause

- (1) "Contractor" means: an individual or other legal entity that
 - a. Directly or indirectly (e.g. through an affiliate), submits offers for or is awarded, or reasonably may be expected to submit offers for or be awarded, a Government contract, including a contract for carriage under Government or commercial bills of lading, or a subcontract under a Government contract; or
 - b. Conducts business, or reasonable may be expected to conduct business, with the Government as an agency or representative of another contractor, and
 - c. Includes the Contractor; any of the Contractor's parents, affiliates or other entities in which the Contractor or such parents or affiliates have a financial interest; successors in interest to the Contractor or any of its parents or affiliates; proposed consultants or subcontractors at any tier; and employees thereof.

(2) "Parent" means a business concern, organization, or individuals that has/have a controlling interest in another business concern, organization, or individual. Indicative of controlling interest includes, but is not limited to, ownership of more than one-half interest.

(3) "Affiliates mean a business concern, organization, or individuals that, directly or indirectly, (1) either one controls or has the power to control the other, or (2) a third party controls or has the power to control both. Indicia of control include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity organized following the debarment, suspension, or proposed debarment of a contractor which has the same or similar management, ownership, or principal employees as the contract that was debarred, suspended, or proposed for debarment.

(d) Restrictions. The Contractor agrees:

1. As a condition of its award of this Contract, to establish a "conflict wall", in form and manner satisfactory to the Contracting Officer. Any such "conflict wall" shall, at a minimum:

- Inform all members of the Contractor of the existence of the "conflict wall" and the restrictions set forth in this Clause;
- Ensure the establishment and maintenance, during the term of this Contract, of separate electronic file servers and other electronic safeguards to prevent access to documents, files and information related to Contractor's work under this Contract to other than Contractor personnel working under this Contract, including Contractor personnel representing building owners or lessors;
- Ensure that paper files and documents are kept, safeguarded and maintained in separate, secure locations that will preclude access to Contractor personnel not

working under this Contract, including Contractor personnel representing building owners or lessors;

- Be maintained at all times during the term of this Contract

2. To remain subject, during the term of the Contract, to periodic inspection and verification of the "conflict wall" and the processes and procedures to be maintained in connection therewith.

3. To execute, in connection with any awarded Task Order under this Contract, such certifications as the Contracting Officer may deem necessary and appropriate confirming the continuing existence of the "conflict wall" and the processes and procedures included there under.

4. That none of Contractor's personnel (including without limitation employees, consultants or subcontractors) performing work under this Contract will participate, in any capacity, in providing any advice or representation to a building owner, representative, lessor or other third-party in connection with any Government leasing transaction during the term of this Contract and for an additional period of six (6) months following conclusion of Contractor's work under the Contract.

5. That any person performing services under this Contract shall be and remain, during the term of this Contract, ineligible to share in any fees or commissions received by or payable to Contractor by virtue of Contractor's representation of a building owner, representative, lessor or other third-party in a lease transaction involving the Government; **provided**, any such person shall be entitled to share in any cooperating tenant fee or commission available to Contractor under this Contract.

6. That all personnel performing work in connection with an awarded task order under this Contract may be required to execute such Confidentiality and Non-Disclosure Agreements, or other documents which the Contracting Officer, in his/her sole discretion, may require in order to protect the proprietary nature or confidentiality of information provided by the Government or otherwise received by the Contractor in connection with its work under this Contract. Such Agreements or documents may provide that violations of their terms may result in criminal and civil penalties in accordance with, among other laws and regulations, 41 U.S.C. §423. Failure of the Contractor to provide required Agreements or documents under this paragraph from all required personnel may result in termination of Contractor's work under the task order at issue at no cost to the Government.

7. That all personnel performing work in connection with an awarded task order under this Contract may be required to execute the agreements contemplated by Section 9.505-4(b) of the Federal Acquisition Regulation, 48 C.F.R. §9.505-4(b).

8. That all personnel performing services under this Contract will treat any and all information generated and received in connection with their work as proprietary and confidential, continue to do so in perpetuity, and disclose and utilize such information only in connection with their work under the Contract.

9. Prior to the acceptance of a task order request, to immediately notify the Contracting Officer of any potential conflict of interest that would prevent or limit the Contractor's ability to perform the work requested. If any such conflict is identified, and

the Contractor nonetheless desires to undertake the requested work, consistent with the other requirements and restrictions of this Clause, the Contractor shall provide the certification required by paragraph three (3) above and, if awarded the task order for the transaction at issue, an executed dual agency notification and consent statement from any other interested parties affected by Contractor's performance of work related to the task order.

10. To immediately notify the Contracting Officer of any conflict of interest discovered during Contractor's performance of work pursuant to a Government-issued task order; **provided** that the Contracting Officer shall have the right to impose such restrictions as he/she deems appropriate on Contractor's performance based on the existence of such a conflict or, if the Contracting Officer determines that such restrictions would not adequately address the conflict of interest at issue, to terminate the Contractor's performance of work under the task order at no cost to the Government.

11. That in the event that the Contractor knowingly withholds the existence of a conflict of interest from the Government, that the Contracting Officer may terminate this Contract at no cost to the Government; **provided** that the foregoing shall be in addition to all other remedies and causes of action which the Government may have against the Contractor, including the suspension and/or debarment of the Contractor.

12. To include this Conflict of Interest clause, including this subparagraph, in all of Contractor's subcontracts at all tiers (appropriately modified to preserve the Government's hereunder) which involve the performance of work by subcontractors in support of this Contract.

13. That, in addition to the remedies enumerated above, the Government may terminate this Contract for cause in the event of Contractor's breach of any of the above restrictions.

(e) The restrictions provided in paragraph (d) 1.,2.,3.,5.,6.,7.,9.,10.,11.,12., and 13 above shall not apply to a Contractor who, as a condition of its award of this Contract, agrees and covenants (1) that it will not, during the term of the Contract, represent any building owner, representative, lessor or other third-party to the Government in connection with a Government-issued leasing action; or (2) that it is and will remain, during the term of the Contract, an exclusive provider of tenant representation services.

H.4. POST AWARD ORIENTATION

After award, key Contractor personnel shall attend an orientation to be provided by IRS in order to review contract requirements, discuss procedures for interfacing with the Government personnel responsible for ordering, monitoring, and approving the Contractor's performance and submissions, and to provide other appropriate orientation materials. It is anticipated this orientation will take 1 day. The cost to attend the orientation will not be reimbursed by the Government. At a minimum, the contractor's key personnel, the primary contacts for the CO and COTR, shall attend orientation. Other attendees are at the discretion of the Contractor. The location for the orientation will be determined after contract award.

H.5 RESTRICTION ON ADVERTISING

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

H.6 1052.204--9000--SCREENING REQUIREMENTS

SECURITY SCREENING REQUIREMENTS FOR ACCESS TO SENSITIVE BUT UNCLASSIFIED SYSTEMS OR INFORMATION (MAR 1998)

In addition to complying with any functional and technical security requirements set forth in the schedule and elsewhere in this contract, the Contractor will be required to initiate personnel security background investigations and provide signed user nondisclosure agreements for each contractor employee requiring unescorted or unsupervised staff-like access to IRS Official Use Only information, systems, facilities or physical access no matter where located or sensitive but unclassified data. Background investigations will be conducted by the IRS Personnel Security and Investigations (PS&I), National Background Investigations Center (NBIC). Investigations will be conducted in accordance with the Internal Revenue Manual 1.23.2.2, Contractor Investigations <http://www.irs.gov/irm/part1/ch16s02.html> and the TDP 71-10, Department of the Treasury Security Manual, Chapter II, Section 2, Contractor Investigations.

- a) Contractor employee access will be contingent upon completion of a favorable, moderate risk National Agency Check with Law and Credit investigation. The investigation when conducted by NBIC will include, but is not limited to:
 - i) a Federal Bureau of Investigation criminal history and fingerprint check;
 - ii) a Federal tax filing and compliance check;
 - iii) a credit check with Equifax credit bureau;
 - iv) a check of the Office of Personnel Management Security Investigations Index;
 - v) Department of Defense Central Investigations Index;
 - vi) And checks with local law enforcement agencies.
- b) In accordance with the Department of the Treasury Security Manual, Chapter II, Section 2, Investigative Requirements for Contractor Employees, all contractor employees assigned to the contract must be U.S. citizens or lawful permanent U.S. residents.
- c) The Contractor shall submit a properly completed set of investigative forms for each contractor employee requiring staff-like access. Forms will include:
 - i) SF-85P, Questionnaire for Public Trust Positions;
 - ii) Form I-9, Employment Eligibility Verification (copy of form on file with employer is acceptable);
 - iii) Form 13340, Fair Credit and Reporting Act Disclosure and Authorization Statement);

- iv) and FD-258 fingerprint card.
- d) The Standard Form 85P, Questionnaire for Public Trust Positions will be furnished to the Contractor in an electronic format on a 3.5 diskette. The electronic form is a portable and executable (.exe) program. The diskette will contain the form in an ".exe" file format. The program may be executed using any Windows 32-bit operating system and is designed to Section 508 Standards. The Contracting Officer's Technical Representative (COTR) will provide a diskette with the program to the Contractor for distribution. Contractors may load the program to their own internal computer systems and provide a copy of this electronic file format to each employee requiring a background investigation. All SF-85P forms must be completed in this electronic format. Instructions for completing the forms will be furnished by the IRS COTR.
- e) Contractor employees will require fingerprints to be taken on a FD 258 Applicant fingerprint card ONLY. The FD258 fingerprint cards will be furnished by the IRS. Fingerprints may be obtained from an IRS Personnel Office if the contractor employees are physically located within a local commuting area of an office. If not, contractor employees must go to any local police station, sheriff and/or highway patrol offices. The contractor employee will be responsible for all charges or costs incurred to obtain fingerprint cards if taken outside of an IRS office.
- f) All completed forms, along with the 3.5 diskette with the contractor employee's electronic source form files, will be submitted to the IRS COTR. (Note: one diskette for each employee is required.) The IRS COTR will transmit the ".xml" file from the diskette to the IRS NBIC through the secure intranet connection on the IRS intranet using the Automated Background Investigations System (ABIS). The COTR will forward to NBIC for processing the printed, signed and dated copies of the SF-85P, Form 13340, Form I-9, FD-258 fingerprint card and an investigation request memo which is generated by ABIS. NOTE: More specific and detailed transmittal processes between the parties will be developed post award for the described investigation process.
- g) When contractor employee access is necessary prior to completion of the investigation, interim staff-like access will be granted by NBIC. An interim access determination occurs within 10 days of NBIC's receipt of acceptable paperwork from the COTR. NBIC will notify the IRS COTR in writing via email. The IRS COTR will furnish a copy of the access determination letter to the contractor company and the employee. A contractor employee may commence work immediately upon receipt of an approved interim determination. Until interim or final staff-like access is granted, contractor employees must be escorted by an authorized IRS employee at all times. An employee who is denied an interim approval is not authorized to work on the contract pending the results of the complete background investigations. Complete background investigations average 75 days' turnaround.
- h) The Contractor shall ensure that each contractor employee requiring access executes any nondisclosure agreements required by the Government prior to gaining staff-like access. The Contractor shall provide signed copies of the agreements to the COTR for inclusion in the employee's security file and background investigation file.

- i) The Contractor shall notify the IRS COTR, the appropriate Site Security Officer (SSO), and NBIC no later than the end of the day of the termination for cause of an authorized employee's access. The Contractor shall notify the COTR, SSO and PS&I no later than ten days after an authorized employee no longer require access for any other type of termination. Verbal notifications shall be confirmed in writing within thirty days.

Unauthorized access is a violation of law and may be punishable under the provisions of Title 5 U.S.C. 552a, Executive Order 12356; Title 5 U.S.C. 7211 governing disclosures to Congress; Title 10 U.S.C. 1034, as amended by the Military Whistleblower Protection Act governing disclosure to Congress by members of the military; Title 5 U.S.C. 2302(b)(8) as amended by the Whistleblower Protection Act governing disclosures of illegality, waste, fraud, abuse or public health or safety threats; the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) governing disclosures that could expose confidential Government agents; and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)) and other applicable statutes.

H.7 IRSAP 1052.204-9001 Identification/Badging Requirements (MAR 1998)

During the period of this contract, access to IRS facilities for contractor representatives shall be granted as deemed necessary by the Government. All contractor employees whose duties under this contract require their presence at any Treasury, or Treasury bureau, facility shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges shall be worn on the outer garment at all times. It is the sole responsibility of the Contractor to provide this corporate identification. Upon the termination of the employment of any contractor personnel working on this contract, all Government furnished identification shall be returned to the issuing office. All on-site contractor personnel shall abide by security regulations applicable to that site. [End of clause]

H.8 TECHNOLOGY IMPROVEMENT

During the term of the contract, the IRS may adopt new technologies or procedures to improve the lease acquisition process. For example, the IRS may consider the development of an Electronic Lease Management System or E-leasing process. If it is determined to be in the best interest of the Government to implement a new system or process, by accepting award, the Contractor agrees to follow the new procedures or processes. Contractors shall be required to follow new technologies, procedures, regulations or policies that are implemented by the Government during the term of the contract at no cost to the Government. The Government will provide access to governmental software, if required, for the Contractor to implement new procedures. The Government may provide guidance or training on new procedures during the term of the contract.

H.9 DISCLOSURE OF COMPENSATION

For any task order awarded, the Contractor shall provide a full disclosure of all compensation received from any source on the SF 2, lease document.

(End of Page)

Section I CONTRACT CLAUSES

1.1. 52.202-1 DEFINITIONS (JULY 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix. (End of clause)

1.2. 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract. (End of clause)

1.3. 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter. (End of clause)

I.4. 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)Deviation**

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed **\$100,000**. (End of clause)

I.5. 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from-

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation.

Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision(c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000. (End of clause)

1.6. 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

1.7. 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract. (End of clause)

1.8. 1052.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1990) Deviation**

(a) Definitions.

- "Agency," as used in this clause, means executive agency as defined in 2.101.

- "Covered Federal action," as used in this clause, means any of the following Federal actions:
 - (a) The awarding of any Federal contract.
 - (b) The making of any Federal grant.
 - (c) The making of any Federal loan.
 - (d) The entering into of any cooperative agreement.
 - (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - "Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.
 - "Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
 - "Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
 - "Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:
 - (a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
 - (b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
 - (c) A special Government employee, as defined in section 202, title 18, United States Code.
 - (d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.
 - "Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 - "Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
 - "Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
 - "Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 - "Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
 - "State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.
- (b) Prohibitions.
- (1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to

any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any- bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding **\$100,000** under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision. (End of clause)

1.9 1052.203-9000 NEWS RELEASES AND ADVERTISEMENTS (JUN 2005)

The Contractor, or anyone acting on behalf of the Contractor, shall not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under the provisions of 31 U.S.C. 333 and this contract. Further, a violation of this provision may be considered during the evaluation of past performance in future competitively negotiated acquisitions. [End of Clause]

1.10 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

"Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.

"Recovered material," for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards. (End of clause)

1.11 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.
(End of clause)

1.12. 1052.204-9002 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (OCTOBER2005)

(A) The Contractor shall comply with Treasury and Bureau personal identity verification procedures that implement HSPD-12, OMB guidance memorandum M-05-24 and FIPS Pub 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a Federally controlled facility or access to a Federal Information System.

1.13. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Jan 2005)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment. (End of clause)

of the specific basis for the party's

debarment, suspension, or proposed debarment. (End of clause)

1.14 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating--

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract. (End of clause)

1.15 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications. (End of clause)

1.16 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from award date through contract expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued by facsimile, or by electronic commerce methods only if authorized in the Schedule. (End of clause) Also see paragraph F.3 for ordering procedures.

1.17 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$1,000,000.00;
- (2) Any order for a combination of items in excess of \$2,000,000.00; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities

exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source. (End of clause)

1.18 52.216-21 REQUIREMENTS (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may furnish within its own capabilities.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the final task order issued prior to contract expiration.

1.19 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to the end of the performance period. (End of clause)

1.20 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days of expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years and six months (End of clause)

1.21 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JULY 2005)

(a) *Definition*. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
- (ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) *Waiver of evaluation preference*. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

☐ ☐ ☐ **Offeror elects to waive the evaluation preference.**

(d) *Agreement*. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for—

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts. (End of clause)

In addition, complete and return the following information:

(See next page)

LIMITATIONS ON SUBCONTRACTING

This provision should only be completed by HUB Zone firms proposing as a Prime under this acquisition and is claiming the Price Evaluation Preference.

In support of the performance requirements stated in FAR clause 52.219-14, Limitations on Subcontracting, the following information shall be provided in the space below. If not enough room has been provided below, please submit an attachment to Section K detailing the information required.

At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of (Insert Name of Offeror's Company or Firm)

Employees of (Insert Name of Offeror's Company or Firm)

will provide the following services in fulfilling the contract requirements. List the services and estimated cost of performance incurred for personnel, and provide brief narrative description.

For supplies (other than procurement from a regular dealer in such supplies) add:

The (Insert Name of Offeror's Company or Firm)

shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

Employees of (Insert Name of Offeror's Company or Firm)

will perform the following work in fulfilling the manufacturing requirements. List the items and estimated cost of manufacturing, not including materials, and provide brief narrative description.

I.22 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and

subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged BUSINESS CONCERNS, AND WOMEN-OWNED SMALL BUSINESS CONCERNS.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) *Definitions.* As used in this contract—

“HUBZone small business concern” means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

“Small disadvantaged business concern” means a small business concern that represents, as part of its offer that—

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR Part 124, Subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern. (End of clause)

1.23 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JULY 2005)--ALTERNATE II (OCT 2001)

(a) **This clause does not apply to small business concerns.**

(b) *Definitions.* As used in this clause—

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror’s total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned

small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—

- (A) Whether small business concerns were solicited and, if not, why not;
- (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
- (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why

not;

- (D) Whether HUBZone small business concerns were solicited and, if not, why not;
- (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
- (F) Whether women-owned small business concerns were solicited and, if not, why not; and
- (G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

- (A) Trade associations;
- (B) Business development organizations;
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
- (D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

- (A) Workshops, seminars, training, etc.; and
- (B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

- (1) The master plan has been approved;
- (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
- (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with—

- (1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or
- (2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) *Standard Form 294, Subcontracting Report for Individual Contracts*. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) *Standard Form 295, Summary Subcontract Report*. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector. (End of clause) (See Attachment 1)

1.24 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have. (End of clause)

1.25 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING (OCT 1999)

(a) Disadvantaged status for joint venture partners, team members, and subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern, is identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) **Reporting requirement.** If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of each year of the contract. (End of clause) (See Attachment 2 to the solicitation)

1.26 52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons—

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943. (End of clause)

1.27 52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) "Definition." "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of **\$10,000**, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to-

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

[Note: Executive Order 11246 requires each nonconstruction prime contractor and each subcontractor with 50 or more employees and either a contract or Subcontract of \$50,000 or more to develop a written affirmative action program for each of its establishments within 120 days of commencement of its first such Government contract. Details on the requirements of this program and several "compliance tools" to assist contractors who must develop plans are available at the Department of Labor website://www/dol.gov.]

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of paragraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1. (End of clause)

1.28 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. [Dec 2001]

(a) Definitions. As used in this clause-

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee-

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means-

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability-

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who-

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred-

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed-

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) "General."

(1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other

eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as-

- (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rate of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) "Listing openings."

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) "Applicability." This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) "Postings."

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall-

- (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
- (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) "Noncompliance." If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) "Subcontracts." The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of **\$25,000** or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor

shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance. (End of clause)

1.29 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental handicap. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of **\$10,000** unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance. (End of clause)

1.30 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and

(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)".

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date--

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that--

(1) The information is voluntarily provided;

(2) The information will be kept confidential;

(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

(4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of **\$25,000** or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

1.31 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause--

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment. (End of clause)

1.32 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if—

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

- (i) Major group code 10 (except 1011, 1081, and 1094).
- (ii) Major group code 12 (except 1241).
- (iii) Major group codes 20 through 39.
- (iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*)), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt—

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall—

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) Continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall—

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e). (End of clause)

1.33 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (FEB 2006)

a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts. (End of clause)

1.34 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUNE 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the--

U.S. Department of the Interior
Bureau of Indian Affairs (BIA)
Attn: Chief, Division of Contracting and
Grants Administration
1849 C Street, NW,
MS-2626-MIB
Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee prime contract.
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures. (End of clause)

1.35 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

a) As used in this clause—

“After-imposed Federal tax” means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

“After-relieved Federal tax” means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

“All applicable Federal, State, and local taxes and duties” means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

“Contract date” means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

“Local taxes” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption. (End of clause)

1.36 52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract. (End of clause)

1.37 52.233-1 I DISPUTES (JUL 2002)--ALTERNATE I (JULY 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer. (End of clause)

1.38 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government. (End of clause)

1.39 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.
(End of clause)

1.40 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract. (End of clause)

1.41 52.243-1 CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE III (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed.

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed. (End of clause)

1.42 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within _____ (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within _____ (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either—

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made—

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause. (End of clause)

1.43 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés. (End of clause)

1.44 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006)

a) *Definitions.* As used in this clause—

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract. End of clause)

I.45 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government. (End of clause)

I.46 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract. (End of clause)

I.47 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (MAY 2004)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government—

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

(ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in paragraph (b)(6) of this clause; *provided*, however, that the Contractor (i) is not required to

extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in paragraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under paragraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of—

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under paragraph (g)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including—

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit

the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted—

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents. (End of clause)

Alternate I (Sept 1996). If the task order is for build-out, involving construction, the following paragraph will be substituted for paragraph (g) of the basic clause of the basic clause above:

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of—

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(1)(iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including—

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

1.48 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract. (End of clause)

1.49 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form. (End of clause)

Section J LIST OF EXHIBITS

Exhibit 1	Federal Lease Laws, Statutes, Executive Orders, and Regulations
Exhibit 2	Definitions
Exhibit 3	Sample Solicitation for Offers
Exhibit 4	GSA Pricing Desk Guide, excerpt on building shell and tenant improvement
Exhibit 5	Standard Lease File Checklist
Exhibit 6	Sample Lease Acquisition Schedule
Exhibit 7	GSA FORM 3627, Market Survey
Exhibit 8A	Dual Agency Disclosure Statement
Exhibit 8B	Organizational Conflict of Interest Statement
Exhibit 8C	Individual Conflict of Interest and Non Disclosure Statement
Exhibit 9	CSI Master Format
Exhibit 10	Standard Form (SF) 2, U.S. GOVERNMENT LEASE FOR REAL PROPERTY
Exhibit 11	Department of the Treasury Subcontracting Outline
Exhibit 12	GSA FORM 1364
Exhibit 13	Client Authorization Letter
Exhibit 14	Sample Lease Project (For Price Evaluation Purposes Only)
Exhibit 15	Sample Lease Project Pricing Worksheet
Exhibit 16	Expiring Leases

NOTE: *The Government may update these Exhibits during the term of the contract to incorporate changes as a result of changes in Laws, regulations, policy, etc. The contractor shall accept such changes at no cost to the Government.*

EXHIBIT 1

LAWS, STATUTES, EXECUTIVE ORDERS, REGULATIONS

This is a list of current Federal Statutes, Executive Orders and regulations that must be followed. These regulations may be updated during the term of the contract. In the event a change is required which substantially impacts the cost of performance of services under the contract, an equitable adjustment may be processed in accordance with the Changes Clause of the contract.

A listing of authorities applicable to the GSA leasing is also available on GSA's Office of Government Policy web page: www.gsa.gov. Click on Policy; click on Real Property Management; click on Laws, Orders, Regulations, and Guidance; click on Library; click on Other and then click on "General Reference Guide to Real Property Policy (Laws, Executive Orders, and Fem.'s).

I. FEDERAL STATUTES

1. **Reorganization Plan No. 18 of 1950 (40 U.S.C. 301 note)**
Transferred all functions with respect to acquiring space in buildings by lease, and all functions with respect to assigning and reassigning space in buildings, to GSA.
2. **Federal Property and Administrative Services Act of 1949 (40 U.S.C. § 585)**
Provides GSA and other agencies as delegated by the Administrator of GSA with 20 year leasing authority.
3. **Public Buildings Act of 1959 (40 U.S.C. § 3307)**
Section 7 of this Act requires Congressional committee approval of leases with annual rental, excluding services and utilities, in excess of \$2.41 million for FY-06. Further requires Congressional committee approval for lease alteration projects in excess of one-half the annual prospectus threshold. The prospectus threshold is adjusted annually.
4. **Competition in Contracting Act (CICA) of 1984 (41 U.S.C. § 251 et seq.)**
CICA requires the use of full and open competitive procedures, with limited exceptions, in the acquisition of leasehold interests.
5. **Public Buildings Cooperative Use Act of 1976 (40 U.S.C. §§ 3306)**
Requires Federal Agencies to afford a preference to historic properties in the leasing process. Also provides for the out leasing to the public of vacant Federal space when no Federal tenancy needs are present.
6. **The Small Business Act (15 U.S.C. §§ 631-647)**
Requires a positive effort by Federal contractors to place subcontracts with small and small disadvantaged business concerns. The Act also requires publication of Federal procurement requirements, requires large businesses to submit small business subcontracting plans, and provides for liquidated damages for failure to meet subcontracting plan goals.
7. **Rural Development Act of 1972 (42 U.S.C. § 3122)**
Requires Federal agencies to give first priority to rural areas in locating facilities. See also Executive Order 12072 regarding the location of Federal facilities in urban areas.

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8. **Contract Disputes Act of 1978 (41 U.S.C. §§ 601-613)**
Requires disputes arising from federal contracts to be adjudicated by established process and procedures.
9. **Prompt Payment Act (31 U.S.C. §§ 3901-3907)**
Requires Federal payments to contractors to be made in an expeditious manner, provides penalties for late payment by the Government, and requires that the Government be entitled to discounts for early payment.
10. **Assignment of Claims Act of 1940 (31 U.S.C. §3727)**
Allows contractors to assign rights to payment, including rent, to established financing institutions.
11. **The Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4152)**
Requires that public buildings be made accessible to the physically handicapped through construction and alterations to provide for suitable accessibility, restrooms, plumbing, water fountains, elevators, etc. The requirements of this Act are implemented through the Uniform Federal Accessibility Standards.
12. **Fire Administration Authorization Act of 1992 (15 U.S.C. § 2227)**
Requires that an entire building be sprinkled or provide an equivalent level of life safety when Federal funds are used to lease 35,000 square feet or more of space in a building (under 1 or more leases) and some portion of the leased space is on or above the 6th floor. Also requires that all hazardous areas be sprinklered in all Government leases.
13. **Earthquake Hazards Reduction Act of 1977 (42 U.S.C. § 7705b)**
Required adoption of standards for assessing the seismic safety of existing buildings constructed for or leased by the Government which were designed and constructed without adequate seismic design and construction standards.
14. **Energy Policy Act of 1992 (42 U.S.C. § 8253)**
Requires the Federal Government to meet 20 percent energy reduction targets by the year 2000. This includes federally leased space.
15. **Occupational Safety and Health Act of 1970 (29 U.S.C. §§ 651-678)**
Requires GSA to ensure that space leased and assigned to agencies provides safe, healthful working conditions, including building features such as lighting, guard rails, indoor air quality, fire safety features, emergency elevator requirements, etc.
16. **The National Environmental Policy Act of 1969 (42 U.S.C. §4321 et seq.)**

Requires an assessment of the environmental impacts associated with major Federal actions, including Government leasing.
17. **National Historic Preservation Act of 1966 (16 U.S.C. §§ 470 - 470w-6)**
Requires listed historical properties to be protected from harm as a result of Federal actions, including leasing.
18. **Randolph-Sheppard Act (20 U.S.C. § 107)**

EXHIBIT 1

Requires that licensed blind vendors be authorized to operate vending facilities on any Federal property, including leased buildings. The Act imposes a positive obligation on Federal Agencies to acquire space in buildings that have suitable sites for vending facilities.

19. **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.)**
Requires the payment of relocation benefits to persons displaced as a result of Federal actions. This Act is potentially applicable to persons displaced as a result of Federal lease-construction projects on sites designated by the Government.

20. **Intergovernmental Cooperation Act of 1968 (40 U.S.C. §§ 901-905)**
Requires Federal Agencies to consult with planning agencies and local elected officials and to coordinate federal projects (i.e., usually large projects requiring Congressional prospectus approval) with development plans and programs of the state, region, and locality where the project is to be located.

21. **Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701-707)**
Requires contractors to make certifications regarding actions to reduce the possibility of drug use at the site of the performance of work. The requirements of the Act do not apply to contracts below the simplified acquisition threshold for leasing.

22. **Prohibitions Against Payments to Influence (31 U.S.C. § 1352))**
Requires certifications from contractors that funds have not and will not be paid to any person to influence the award of a Federal contract.

23. **Officials Not To Benefit (41 U.S.C. § 22)**
Prohibits any member of Congress from receiving any benefit arising from a Federal contract.

24. **Covenant Against Contingent Fees (41 U.S.C. § 254(a))**
Requires that no individuals other than full-time bona fide employees or established bona fide agents maintained by the Contractor have been retained to solicit or obtain a Federal contract. This requirement is not applicable to contracts below the simplified acquisition threshold for leasing.

25. **Anti-Kickback Act of 1986 (41 U.S.C. § 51)**
Prohibits a contractor from soliciting or receiving kickbacks from subcontractors in return for subcontract awards. The requirements of this Act are not applicable to contracts below the simplified acquisition threshold for leasing.

26. **Anti-Lobbying (18 U.S.C. § 1913)**
Prohibits the use of appropriated funds to lobby Congress.

27. **Examination of Records (P.L. 103-355, § 2251)**
Authorizes the head of an agency and the Comptroller General to inspect records of Federal contractors. This authority is not applicable to contracts below the simplified acquisition threshold for leasing.

28. **Davis-Bacon Act of 1931 (40 U.S.C. §§ 3141-3148)**

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Provides for payment of prevailing wages to laborers on Federal construction projects. This Act is potentially applicable to lease acquisitions when an offeror proposes to construct a building or completely reconstruct or rehabilitate an existing building for the predominant use of the Government.

29. **Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. §§ 3702-3708)**

Imposes 40 hour work week and time and a half overtime requirements on certain contracts. This Act is potentially applicable to lease acquisitions when an offeror proposes to construct a building or completely reconstruct or rehabilitate an existing building for the predominant use of the Government. The Act does not apply to contracts below the simplified acquisition threshold.

30. **Copeland Act of 1934 (18 U.S.C. § 874; 40 U.S.C. § 3145)**

This Act makes it unlawful for a contractor to force a kickback from any person employed in the construction or repair of a public building or public work. The Act also requires contractors and subcontractors to furnish compliance statement with respect to wages paid to employees. This Act is potentially applicable to lease acquisitions when an offeror proposes to construct a building or completely reconstruct or rehabilitate an existing building for the predominant use of the Government.

II. EXECUTIVE ORDERS

1. **Executive Order 11246 - Equal Employment Opportunity (1965. 30 Fed. Reg. 12319)**

Prevents Federal contractors from discriminating against any employee or applicant for employment because of race, color, religion, sex, or national origin.

2. **Executive Order 11988 - Floodplain Management (1977. 42 Fed. Reg. 26951)**

Precludes GSA from leasing space in buildings located within floodplains unless there are no practicable alternatives.

3. **Executive Order 11990 - Protection of Wetlands (1977, 42 Fed. Reg. 26961)**

Precludes GSA from leasing space in wetland areas unless there are no practicable alternatives.

4. **Executive Order 12072 - Federal Space Management (1978, 43 Fed. Reg. 36869)**

Requires that first consideration be given to locating Federal facilities in urban areas within central business districts.

5. **Executive Order 12699 - Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction (1990, 55 Fed. Reg. 835)**

Requires that new buildings constructed for lease to the Government are designed and constructed in accord with appropriate seismic design and construction standards.

6. **Executive Order 12902 - Energy Efficiency and Water Conservation at Federal Facilities (1994, 59 Fed. Reg. 11463)**

Requires that appropriate consideration be given to efficient buildings in the leasing process. Increases Federal energy reduction goals to 30 percent by the year 2005.

7. **Executive Order 12941 - Seismic Safety of Existing Federally Owned or Leased Buildings (1994, 59 Fed. Reg. 62545)**

EXHIBIT 1

Adopted standards of the Interagency Committee on Seismic Safety in Construction (ICSSC) as the minimum level acceptable for use by Federal departments and agencies in assessing the seismic safety of their owned and leased buildings and in mitigating unacceptable seismic risks in those buildings.

8. **Executive Order 13006 - Locating Federal Facilities on Historic Properties in Our Nation's Central Cities (1996, 61 Fed. Reg. 26071)**
Subject to the Rural Development Act and Executive Order 12072, directs that Executive agencies give first consideration to locating Federal facilities in historic properties within historic districts when operationally appropriate and economically prudent.

EXHIBIT 1

III. REGULATIONS

(1) General Services Administration Acquisition Regulations, 48 C.F.R. Part 570.

Note: The Federal Acquisition Regulation is not applicable to acquisitions of leasehold interests in real property by the General Services Administration except as provided in Part 570 of the General Services Administration Acquisition Regulations or specific lease solicitations for offers.

(2) Realty Services Letters - Realty Services Letters (RSLs) transmit changes in realty policy and procedures to GSA realty practitioners. RSLs may be developed in response to initiatives such as new legislation, Executive Order (EO), internal agency policy, audit findings, protest decisions, etc. Some RSLs are developed in conjunction with other PBS offices such as Office of Real Property Asset Management, Office of the Chief Architect, General Counsel, etc. These policies are mandatory for GSA and for agencies operating under delegations from GSA, when they implement laws, EOs, and regulations. Other RSLs are no longer mandatory, but are retained for reference as good business practices. RSLs have a sunset provision; each summer, GSA reviews the letters to determine their continuing applicability.

A current list of extended and effective Realty Services Letters is available at <http://www.gsa.gov/Portal/gsa/ep/channelView.do?pageTypeId=8195&channelPage=%2Fep%2Fchannel%2FgsaOverview.jsp&channelId=-17482>.

EXHIBIT 2

DEFINITIONS

The terms below are defined for this solicitation, for any contracts awarded as a result of this solicitation, and for task orders issued under this contract. For clarification of any terms which are not included below, contact the CO specified in Section G.

Acquisition

Acquisition means the acquiring by lease an interest in real property for use by the Federal government, whether the space already exists or must be constructed.

ANSI/BOMA Space Measurement Standard

The IRS recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996). The Contractor shall refer to this standard for the definition for Office Area.

Approval

Approval means the authorized IRS representative has reviewed submittals, deliverables, or administrative documents; has determined the services or submissions conform to contract requirements; and has issued written approval to the Contractor.

Best And Final Offer (BAFO)

Final revisions to a proposal submitted by a lease Offeror after discussions/negotiations are closed.

Contract

"Contract" means this Requirements contract and "Contractor" means the party who has entered into this contract with IRS.

Executive Order (EO)

EOs are official documents, numbered consecutively, through which the President of the United States manages the operation of the Federal Government. Those referenced in this document can be found in Exhibit 1 or at <http://www.archives.gov/federal-register/executive-orders/disposition.html>

Fiscal Year

The IRS' fiscal year covers the period from October 1 through September 30.

Hard Copy

A hard copy document is one that has been transmitted from its source on the original paper, rather than through an electronic transmission method such as facsimile or e-mail.

IRS Personnel Acronyms

Procuring Contracting Officer (CO), Real Property Leasing Officer (RPLO), Local Project Manager (LPM), and Contracting Officer's Technical Representative(s) (COTR(s)).

Lessor

Any individual, firm partnership, trust, association, or any other legal entity that leases real property to IRS.

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Lease or Leasehold Interest in Real Property

A conveyance to IRS of the right of exclusive possession of real property for a definite period of time by a Lessor. It may include operational services provided by the Lessor.

Lease Award Date

The date the RPLO signs an award letter indicating IRS acceptance of an Offer. If an award letter is not issued, it is the date the lease is fully executed.

Lease Effective Date

The commencement date of the lease.

Lease Extension

A continuation of the original lease usually for a short-term with substantially the same terms and conditions. An extension is generally executed when there are evolving requirements, delays in delivery of a longer-term lease, or delays in a move to other Federally controlled space. See GSAR 570.405, Lease Extensions.

Lessee

In all leases entered into under this contract, the IRS of the United States of America shall be the Lessee.

Net Annual Rent

Net annual rent is the gross rent less cost of operating expenses for a one-year period.

New Lease

A lease with new terms and conditions and a new lease contract number, applicable for either a new requirement or to replace an existing expiring lease.

Non-Priced Evaluation Factor

As it relates to Section C of this contract, an evaluation factor other than price used by IRS to select awardees, normally in best value trade off procurements, where award is based on the best value to IRS after considering price and technical (non-priced) evaluation factors.

Offeror

A party making an offer in response to an IRS SFO.

Operational Services

Services that support use of a leased property, such as heating, ventilation, air conditioning, utilities, custodial services, landscaping, and pest control, etc.

Ordering Official (Contracting Officer)

Section G describes the roles and responsibilities of IRS personnel related to this contract.

Rent Start Date

Date specified in lease for the commencement of rent charges.

Shell

The building shell is the complete enveloping structure, the base-building systems, and the finished common areas (building common and floor common) of a building that bound the tenant areas. Where the building shell ends is the beginning point for tenant improvements. See

EXHIBIT 2

Section 1.11, Building Shell Requirements, of Exhibit 3, Sample Solicitation for Offer (05/05). See section on Building Shell of Exhibit 4, GSA Pricing Desk Guide (3/15/02).

Solicitation for Offers (SFO) (This definition applies for lease acquisition only)

A document used to solicit offers for a lease acquisition. The SFO describes IRS requirements and performance criteria against which a Lessor is expected to perform and the evaluation criteria that IRS will use to evaluate offers. The RPLO for a specific task order will determine the SFO for the lease acquisition. See Exhibit 3, Sample Solicitation for Offer (05/05), for a sample of what the IRS SFO will include.

Source Selection - Best Value Trade Off Method

A source selection method where award is based on the evaluation of cost or price and other non-priced factor(s) to determine the best value to IRS. The best value concept provides the opportunity for a cost/technical trade-off and does not require that award be made to the Offeror submitting the lowest cost or price or to the highest technically rated offer, although the ultimate decision may be to select the lowest priced offer or the highest technically rated offer. The Source Selection Authority (SSA) has the authority to make the cost/technical trade-offs in a manner consistent with the award methodology stated in an SFO.

Supplemental Lease Agreement (SLA), GSA Form 276

An SLA is used to change or modify an existing lease (e.g., acquisition of additional space, partial release of space, revision in terms or rental payments, payment of overtime services, change in ownership or payee, or any other action that changes the lease).

Tenant

The tenant under a lease entered into under this contract shall be the occupant of the space as designated by the Lessee.

Tenant Improvements (TI)

Tenant improvements are the finishes and fixtures that typically take space from the "shell" condition to a finished, usable condition. The tenant allowance works in concert with the building shell. A tenant improvement allowance is the funding source provided by the building owner (the lessor in leased and PBS in federally owned) that enables the space to be "built out" or "fitted out" for occupancy to meet a customer agency's specific requirements. See Section 9.0, Tenant Improvements, of Exhibit 3, Sample Solicitation for Offer (05/05). See Section 2.2.3, Tenant Improvements, of Exhibit 4, GSA Pricing Desk Guide (3/15/02).

EXHIBIT 3

SAMPLE SOLICITATION FOR OFFERS

A sample GSA Solicitation for Offers can be found at the General Services Administration website: <http://www.gsa.gov/forms>.

EXHIBIT 4

GSA PRICING DESK GUIDE EXCERPT ON BUILDING SHELL AND TENANT IMPROVEMENT

The Building Shell

The second key element of the pricing policy-common to owned and leased space-is the concept of the building shell. This concept works in concert with the tenant improvement allowance, which is discussed later in this chapter. Building shell is the complete enveloping structure, the base building systems, and the finished common areas (building common and floor common) of a building that bound the tenant areas. Where the building shell ends is the beginning point for tenant improvements. It is commonplace in the commercial real estate world to observe this distinction between building shell and tenant improvements.

To ensure that tenant improvement allowances are applied consistently in all regions and all markets, this guide provides a standard definition of the elements of the building shell. The building shell definition applies to both owned and leased space.

Federally Owned Space

PBS must estimate the cost of the design and construction of the building shell elements for construction projects, both above and below prospectus-level, including courthouses and border stations.

Leased Space

PBS must use the shell definition in its entirety and without deviation in the Solicitation For Offers (SFO). Lessors are to refer to the definition when developing their shell rent rate. Shell rent is the single most important component of the *lease contract rent*. If a customer agency desires upgrades to base building systems above SFO performance specifications, the way to accommodate the customer agency request is to list the upgrades separately and ask the offerors to price the enhancement(s). Tenant-driven upgrades to building shell are to be separately priced from the building shell and charged against the tenant improvement allowance.

For both owned and leased space, if a customer agency desires upgrades to base building systems or elements above SFO performance specifications, or above GSA Design standards for Federal construction, the way to accommodate the customer agency request is to list the upgrades separately and ask the prospective lessors for leased space or the general contractors for owned space to price the enhancement(s). Tenant-driven upgrades to building shell are to be separately priced from the building shell and charged against the tenant improvement allowance.

2.2.1 The “Firewall” Between Building Shell and Tenant Improvements

Both in terms of capital funding, and in billing, the boundary between building shell and tenant work is critical to the effective operation of PBS pricing policy in owned space. With one exception only (discussed below) the boundary between building shell and tenant work constitutes an impermeable barrier or “firewall” across which funding cannot move. The budgets for the tenant improvements and building shell- are independent and are not to be commingled or mixed. If PBS constructs a building shell for less than the approved and authorized budgeted amount, the savings are available for reprogramming to other projects. Savings are not available to defray additional tenant improvement costs. Conversely, if the bids to construct the building shell exceed the project budget for the shell, tenant allowances cannot be used to make up the difference. Rather, PBS must either seek additional funding or examine the specifications for ways to lower costs.

Exception: Only in the case of a prospectus-level project for which there is a cost overrun on the purchase of the site or on the construction of the shell, can funds be moved from the tenant allowance budget to the building shell budget, and then, only with the customer agency’s consent. The reason for this is that in the case of a prospectus-level project for which there is a “bid bust” on the building shell, PBS does not have the ready alternative of increasing the project’s budget; PBS must first seek Congressional sanction. Further, since the prospectus does not compartmentalize the budgets, and since the tenant work is still to come, it is possible that the entire project, when taken as a whole, can still be accomplished for the authorized funding. Thus, it is inappropriate to insist that we seek additional funding authorization before all alternatives are exhausted, including lowering the tenant allowance budget. Nonetheless, PBS cannot breach the firewall unilaterally, even for this single exception; the affected agency(ies) must be willing parties to the change. Moreover, seeking to lower the tenant improvement budget should only be undertaken after other remedies, including plans and specifications reviews, bid descopeing, and value engineering, have been examined.

2.2.2 Shell Definition

EXHIBIT 4

The shell definition provided below establishes a comprehensive market-based boundary between building shell and tenant work. Although some of the specifics may be at variance with the practice of local real estate markets, PBS must oblige prospective lessors and contractors to price shell as nationally defined so that tenant allowances have consistent coverage for all PBS customer agencies across the country.

The shell definition is not a prescription for how PBS or private sector lessors should design buildings or engineer base building systems. It merely marks the boundary between base building elements and tenant improvements. Some items are cited in terms of a ratio to the square footage. The ratios are stated in both ANSI/BOMA usable and rentable terms. Since Rentable to Usable (R/U) ratios differ by building, the rentable numbers are only approximations, provided for reference purposes. The ratios cited for usable are controlling.

The building shell includes the following items for the base building and tenant areas:

Base Building	Tenant Areas
Base structure and building enclosure components (windows with exterior finishes) are complete.	Broom clean concrete floor slab, with level floor not varying more than 1/4 inch over ten (10) foot horizontal run in accordance with American Concrete Institute (ACI) Standards.
Base building electrical and mechanical systems (central fire alarm, chiller plant, cooling tower, etc.) are complete and functional.	Gypsum wallboard, spackled and prime painted, on exterior perimeter walls and interior core walls are installed.
All common areas, such as lobbies, elevators, fire egress corridors and stairwells, garages, and service areas are complete. (Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of the shell.)	Fully installed 2 X 2 foot suspended acoustical ceiling with 2 X 2 parabolic fluorescent (or other building standard such as 2'-0" X 4'-0" fixtures) installed in the ceiling grid for an open office plan at the rate of one fixture per 80 BOMA usable (100 rentable) square feet, is installed.
Building common restrooms are complete and operational.	Common corridor stud walls, without gypsum board on demised tenants' premise side and without suite entry door, are installed.
Building cores on each floor with leaseable space contain the following: Tappable domestic water riser, service sanitary drain, sanitary vent, ready for extension to tenant demised area(s). Electrical power distribution panels and circuit breakers available in an electrical closet, with capacity at 277/480 volt and 120/208 volt, 3 phases, 4 wiring providing 7 watts per BOMA usable (5 watts per rentable) square foot. Designated connection point to the central fire alarm system for extension to tenant demised area(s). Distribution backboard within a wire closet for connection to tenant's telephone lines. Vertical conduit (empty sleeve) through building core, available for tenant wiring/cabling.	Central heating, ventilation and air conditioning systems are installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts and diffusers, for open office layout. Conditioned air through medium pressure ductwork at a rate of .75cfm/square foot of BOMA usable area is provided. Sprinkler mains and distribution piping in a protection layout (open plan) with heads turned down, concealed with an escutcheon or trim plate, are installed.

EXHIBIT 4

The following section explains what items are not included in the building shell. This section is not to be included in SFOs. It is provided as further guidance to aid understanding of the boundary between building shell and tenant improvements.

2.2.3 Tenant Improvements

It is commonplace for there to be building standards for tenant improvements (such as glass or solid wood for suite entry doors, a restricted color pallet for paint and carpeting, a certain kind of blind for exterior windows, etc.) PBS defines these for owned space; a lessor defines these for leased space. The existence of building standards does not mean that PBS or the lessor covers these as part of building shell. They are still tenant improvements. The standards simply represent restrictions on what the tenant can elect to do within the tenant space.

Similarly, standards identified in design guides for border stations, courthouses, etc., are not part of the building shell merely because they are called "standards."

With the exception of certain security improvements listed below, tenant improvements constitute everything that is not in the shell or that changes the shell. Typically, they consist of:

Typical Tenant Improvements
Electrical and telephone outlets and wiring from the tenant demised premises to the building core.
Carpeting or other floor covering; raised access flooring.
Plumbing fixtures within the demised premises and connection to the building core.
Partitioning and wall finishes.
Doors (including suite entry), sidelights and frames, and hardware.
Millwork.
Fire alarm wiring from building core to tenant space and then within tenant space; pull stations; strobes; annunciators; and, exit signage within the demised premises.
Thermostats.
Window treatments.
Supplemental power, cooling or heating (above the open office plan layout capacities provided in base building) higher rates of air exchanges- (if it entails additional or upgraded air handling equipment); pathogen control systems; and all other special HVAC components required by specific tenant needs.
Adjustment or repositioning of sprinkler heads so as not to conflict with tenant's particular office partition layout; additional sprinklers required by local code to meet tenant's layout, or ceiling grid adjustments and consequent repositioning of sprinkler heads to the center of ceiling tiles.
Tenant signage in the common corridor and within the tenant's demised area. (An overall tenant directory in the building lobby is part of building shell.)
Changes (moves) or additions to the open plan lighting pattern, or to the open plan HVAC distribution network (e.g., additional ductwork, ceiling diffusers, etc. to accommodate individual office layout).
Upgrades or changes to building standard items, such as plaster or vaulted ceilings, specialty lighting, and upgraded ceiling tile.
Structural enhancements to base building to support non-conventional floor loads, such as a library. (The cost for structurally changed space is no longer borne by the tenant through a continuing premium rent charge.)
Private bathrooms, private elevators, or staircases within tenant space.
Security systems and features within tenant space are part of tenant improvements; specialty security systems and features for the entire building requested by tenants (usually through the building security committee) are neither building shell nor tenant improvements. They are a separate capital investment in the property and charged to agencies as part of the building specific security charge.

Tenant Improvement Allowances

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Tenant improvements are the finishes and fixtures that typically take space from the “shell” condition to a finished, usable condition. The tenant allowance works in concert with the building shell. A tenant improvement allowance is the funding source provided by the building owner (the lessor in leased and PBS in federally owned) that enables the space to be “built out” or “fitted out” for occupancy to meet a customer agency’s specific requirements. New Pricing introduced this private sector practice of giving tenants a monetary allowance to finish space. With the adoption of the monetary allowance concept, PBS abandoned both the practice of classifying space into 16 categories and the practice of applying normative standards to those categories. PBS gave up prescribing what the space should look like, and is now concerned only that the space is complete, meets applicable building codes, and that it meets the customer agency’s functional needs.

Tenant Improvements Allowance Rationale

PBS had multiple reasons for creating a monetary Tenant Improvement Allowance (TI). The principal ones are that allowances:

- Provide tenants with flexibility, choice, and savings incentives.
- Are commonplace in the commercial real estate market.
- Allow both PBS and lessors to budget more reliably since respective obligations are defined at the outset.
- Enable discreet treatment of tenant improvement costs in the Rent, allowing clear tracking of amortizations.
- Help PBS comply with appropriations law and with the OMB requirement that PBS set limits on amounts that can be amortized in Rent.

Tenant Improvement Allowance Structure

To accommodate the varying space needs of customer agencies, the tenant improvement allowance has two components: *general* and *customization*.

For the customer agency portion of the project costs, there is no longer a cost estimating process, rather the task becomes one of plugging in the right value for the tenant improvement allowance that PBS will accord the customer agency. Determine the customer agency TI as follows:

- Look up the agency’s customization tier.
- Add to the general allowance as indexed for the metropolitan area for the proposed project.
- Multiply the sum of the general and customization allowances by the usable area to be assigned to the customer agency.
- For a project with multiple agencies the same process is the same.

When constructing a new federal building, PBS will have to keep track of the separate customer agency allowances and what is charged against them for each customer agency. This will typically involve, in the case of multiple tenant agencies, separate bid packages for each customer agency’s work, which is standard practice in the commercial real estate market. Note: Requiring separate bid packages does not mean that there must be separate contractors; it does mean, however, that contractors must distinguish between the tenant improvement costs for each tenant. PBS, like private sector developers, will probably hold off on the installation of the suspended ceiling (part of shell) and do it along with the tenant improvement work. This too is customary in the private sector; it merely requires that the general contractors break out their costs between shell and tenant improvement work.

General Component

The *general component* is a dollar amount per usable square foot set to cover the cost of typical ratios of normal office space finish components, such as doors, partitions, carpeting, electrical and telecommunication outlets or standard “work letter” items. The general component takes the space from “shell” to “vanilla” office space. This allowance is set nationally, adjusted annually, and indexed to local construction costs. The general tenant improvement allowance is accorded to all prospective customer agency tenants.

The Central Office of Portfolio Management issues the general allowance for Washington, D.C., the index city, annually. The FY 2000 rate for Washington, D.C. is \$31.92 per usable square foot. The general allowance is adjusted for other major cities and localities by multiplying the index city amount by the appropriate local construction cost factor. The local construction cost factor can be found in the “General Construction Cost Review Guide for Federal Office Buildings,” published annually by the Office of the Chief Architect. The OA Tool is programmed to adjust the general allowance when city and state fields are entered.

2.3.1 Tenant Allowances for Warehouses

In the case of warehouses, the default tenant allowance is 20% of the general allowance, as adjusted for locality. If the tenant allowance is to be used to construct offices or other habitable spaces within a building which is classified

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on the basis of its pre-dominant use as a warehouse, then the tenant allowance is to be used to construct *all* the improvements necessary for that office (or other use). In a warehouse building, PBS charges a warehouse rental rate. There is nothing in that warehouse rental rate that would compensate PBS in the case of a federally-owned warehouse (or a private sector lessor in the case of a leased warehouse) for the typical shell elements present in office buildings (e.g., bathrooms and other building common amenities, and complete suspended ceilings with lights and HVAC above, etc., in the office area proper). The only way the building owner is compensated for these traditional office shell elements in warehouse buildings is by having all of the costs of the office build-out charged against the tenant allowance. The amortization of these TI costs in the Rent returns to the building owner the capital the owner invested in the non-warehouse fit-out.

Customization Component

The *customization allowance* is also a dollar amount per usable square foot, but it is tailored to individual agencies and bureaus. This component is intended to cover special items, preparations, or finishes which are not typical to all office space, but are necessary to customize the space for a particular customer agency. The customization component takes the space from "vanilla" office to space specific to the functioning of a particular customer agency. Examples of customization items include custom cabinetry or mill work, laboratory countertops and fume hoods, private restrooms, raised access flooring, upgraded ventilation for high occupancy uses, slab to slab concrete walls, built-in food service equipment, broadcast quality lighting or sound attenuation, etc.

PBS has created a series of customization tiers; each tier is equal to one tenth of the value of the general allowance. (Tier 1 is 10 percent above the general allowance; Tier 2 is 20 percent above the general allowance and so on.) Each agency and bureau is assigned a tier based upon a computation which took the weighted average of the cost to PBS to construct all space assigned to that agency or bureau. All space assigned in 1996, in terms of the old 16 space classifications and their construction cost multipliers, was analyzed and a blended average obtained. The blended average represented what PBS would have spent to build-out a particular agency or bureau's space. It does not include what the tenant agency might have funded through lump sum RWA payments. The calculation of a customization tier for each agency and bureau is an attempt to replace in the form of a monetary allowance, what PBS previously provided as "standard alterations" for a set of special space classifications. The blended average is not an attempt to cover all costs, but to provide equivalent value for what PBS had provided under the previous pricing practice. The establishment of general and customization allowances is not intended to eliminate the need for lump sum RWA payments.

Customization allowances are not adjusted since they are a percentage of the general allowance, which is already indexed to inflation and local construction costs. Adjustments to the general allowance will automatically translate into proportional adjustments to the customization tiers.

Interest Rate of the Tenant Allowances

The interest rate for the amortization of tenant improvements is a function of whether the space is leased or federally owned.

Federally Owned Space

The interest rate is the same as the 10-year Treasury bond rate, plus 12.5 basis points. The resulting rate is also known as the Federal Finance Bank (FFB) rate, or the interagency borrowing rate. Although this rate varies daily, the Office of Portfolio Management will set the rate in the spring of each year. Once a rate has been used in a preliminary OA with the customer agency, it is not necessary to adjust the rate based on the annual adjustment. The current and historical amortization rates for tenant improvements are posted (along with other rates such as the OMB discount rates and inflation factors, and prospectus thresholds) on the following web site:
http://insite.gsa.gov/_pbs/pt/opm/frame2.htm

Leased Space

The rate is whatever the successful offeror, through negotiations with the government, has identified.

2.3.2 Amortization of the Tenant Improvement Allowances

Federally Owned Space

Ten years is the standard term for amortizing tenant improvements. Adjustments can be made for a specific occupancy and/or customer agency. There are two rules for limiting amortization terms for tenant improvements:

- Do not exceed the economic life of the improvements.
- Do not exceed the term of the Occupancy Agreement.

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Tenants may shorten the amortization period, but under no circumstances may it be lengthened in violation of the above rules.

Leased Space

In leased space the amortization period will usually be the firm term of the lease. In some cases, lessors (with GSA and the tenant agreement) have employed compressed amortization terms that are less than the lease firm term. The two rules for limiting amortization terms apply also to leased space Multiple Amortization Terms.

Multiple Amortization Terms

More than one amortization period can be entered into one client billing record (CBR) within STAR. This should be done in special cases only, as in new courthouse construction.

The useful life rule for tenant improvements suggest that courtrooms and chambers built to a 50 plus year standard could be amortized with much of the office space over a period of 20 to 25 years, while the carpet and paint components of the allowance may only last five years. Accordingly, PBS could amortize 80 percent or more of the build-out cost for 20 to 25 years and hyper-amortize the remaining build-out cost over five years. This has the effect of dropping an increment of the tenant improvement cost in the Rent at the five year mark. Note: the amortization period cannot exceed the term of the OA.

2.3.3 Application of the Tenant Improvement Allowances

For any new occupancy, either leased or federally owned, PBS will arrange to amortize in the Rent (subject to funding availability in federally-owned space) an amount not to exceed the sum of the general and customization tenant allowances (see Chapter 4).

The tenant elects how the space is to be finished and thus controls the costs of the build-out. If less than the allowance limit is used, the resulting periodic payment will be lower.

While the tenant allowance is comprised of two components, PBS makes the sum of the two components available for any build-out expense. PBS does not monitor the use of the allowances to ensure that the general component is used only for office-type finishes and the customization component only for specialty work. The dollar sum of the two components represents a funding source for whatever build-out the customer agency elects, as long as the space is finished, functional, and compliant with all applicable building codes.

The tenant allowance (general and customization components) can only be used to pay for items that are real property, or which become real property when attached or affixed to the building. The tenant allowance is not available to fund personal property, such as furniture and artwork, personal computers, phone handsets, or physical relocation expenses of personal property. PBS lacks the authority to use the budget activities that fund the tenant improvement allowances for personal property purchases.

In the case of continuing occupancy in owned space where GSA gives a tenant improvement allowance, all soft costs (space planning, design, and construction management) as well as hard costs (labor, materials, general conditions, overhead, and profit for the general contractor and subcontractors) are charged against the tenant allowances. In the case of initial occupancy, whether in owned or leased space, space planning services and services provided by construction management firms hired for design development review are not to be applied to the allowances. These services are provided by PBS as part of the PBS fee. (See 3.2.10 PBS Fee, Space Planning for further information.)

Special note: the use of tenant allowances as a funding source for both hard and soft costs is consistent with continuing PBS policy to exclude design and M&IE costs when evaluating whether a repair and alteration project requires a prospectus. In determining the need for prospectus authorization, the evaluation is based solely on the project's hard costs: estimated construction costs and site cost, if applicable.

If a tenant wants to enhance the building shell, such as upgrading the HVAC, adding an elevator, increasing floor loads, or using specialty lighting in tenant areas instead of the building standard fixtures, these costs are chargeable to the tenant allowance. Using the tenant allowance to enhance or modify building shell is not a violation of the "fire wall" discussed previously.

Tenant-driven enhancements to the building shell are, by definition, tenant improvements; they are not shell elements. As explained later in this chapter, this definitional point is crucial to an understanding of who bears the funding responsibility for maintaining tenant-requested enhancements to building shell.

2.3.4 Lump Sum Payment Responsibilities and Options for Tenant Improvements

Customer agencies must fund any build-out costs above the tenant allowance through a lump sum RWA payment.

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Customers also have a variety of options for making lump sum payments that effectively lower or replace the tenant allowance.. These options are only available, however, at the beginning of the assignment.

The options fall into two general categories. Payment methods are identified in Chapter 6, Customer Agency Rights and Options.

1. Customer Elects a Lower or Zero Customization Tier

An agency may, at its sole discretion, elect not to use any part of its assigned customization allowance. If an agency elects to waive or set the customization allowance lower than what PBS would otherwise accord the agency, this must be done before the issuance of an SFO, in the case of leased space, or, in the case of owned space, prior to PBS seeking funding for the project, and prior to the issuance of any contract for the design and/or construction of the tenant work. The customer agency's election of a lower allowance must be recorded in the OA, and once the agency elects a lower allowance amount, it is fixed. This policy enables customer agencies that have a clear idea of the cost of the tenant improvements, and a clear idea of the funds they have available to make a lump sum payment by RWA toward the cost of those tenant improvements, than they would otherwise be able to make. (See Chapter 6).

The agency can elect to lower the allowance to any value between its assigned customization tier and the general allowance amount. Since for any project the allowance can be raised, upon agency request and with the consent of the asset manager, so too, can it be lowered.

Once the allowance is set, then PBS has agreed to fund the allowance from the FBF, and amortize the cost to the agency. If the agency then seeks, before occupancy, to buy down the allowance, the lump sum payment can no longer be by RWA; it must be through Rent (i.e., billed through STAR).

2. Customer Elects to Fund Tenant Work in "Relet" Space

In cases in which an agency will begin to occupy space which already has tenant improvements in place that were installed for a prior tenant, the customer agency can elect to fund the cost of modifying the space to accommodate its own requirements. This scenario may occur in the case of PBS backfill space, either owned or leased, as well as in the case of leased space new to the PBS inventory, (See Chapter 4). For backfill space, and for leased space new to PBS, the common required characteristic is that the space is "second generation" or "relet" space: it is already finished, with complete tenant improvements in place. Because tenant improvements are pre-existing, and because the rental rate for the space reflects these improvements (i.e., an "as is" rate), customers may elect to pay lump sum, by RWA, for the cost to modify or "customize" the tenant space to enable their own occupancy.

If space has existing build-out and if the customer agency can substantially use that build out, with or without modification, then, the customer agency can pay lump sum to modify the space, and effectively waive all or any part of the general improvement allowance that PBS accords all tenants at the point of initial occupancy. The choice is the customer agency's. PBS is still required to offer the general allowance and the appropriate customization tier to all prospective Federal tenants at the point of initial occupancy.

Special Note: if the pre-existing tenant improvements in the "second generation" space are to be substantially or entirely demolished to make way for new tenant improvements, then the customer cannot invoke the right to waive the general allowance. In such a scenario, the space will essentially be returned to shell condition before new build-out takes place. In such cases, PBS needs to furnish the customer with, at a minimum, the general allowance. Customer agencies cannot waive the standard allowance in these cases.

2.3.5 Changing or Appealing an Agency Customization Tier

Given that PBS assigned each customer agency, at the bureau level, to a specific customization tier on the basis of an entire bureau's space holdings with PBS (blending together office with other types of usage) it stands to reason that for a new, predominately special purpose use, a bureau's customization tier may provide less funding for the tenant improvements than the bureau would have received under PBS's former pricing practice. By the same token, for a new, predominately office space use, the general and customization allowances may provide more funding than the agency needs to fit-out the office space. PBS accepts that since the allowance tiers were designed to fund an average blend of space types (average for each bureau) from time to time individual requirements will arise for which the assigned customization tier is inadequate. Regional Asset Managers have the authority, on a case-by-case basis, to raise the tier or otherwise increase the tenant improvement allowance when the unusual build-out needs of a proposed occupancy so warrant.

PBS policy is not to employ the general and customization allowances for projects in which PBS has done both: 1) extensive development of a space program of requirements (POR) for the tenant(s); and, 2) cost estimating, (using established national benchmarks or other measures, that determine the value of functional tenant space based upon

EXHIBIT 4

that POR). For these projects, the tenant allowance is to be set in accordance with the benchmarks. For instance, in the case of a new courthouse, PBS relies upon a benchmarking process to estimate the dollars needed to design and construct not only the building shell, but also the tenant spaces. So, for example, instead of assigning the Administrative Office of the Courts (and the other federal tenants) to a tenant allowance consisting of the general plus their assigned customization tier, it is appropriate to set the tenant allowance as the value of the benchmarks. This still entails giving the customer agency a monetary allowance so that the customer can make choices between build-out elements.

For any specific space action, whether PBS contemplates a revision to a tenant allowance in accordance with benchmarks or as a consequence of an agency request, the standard for determining the tenant allowance is not the total cost of tenant improvements. Rather, the standard is to ensure that the revised allowance covers the cost of basic functionality for whatever the specific space use is. PBS is not obligated to ensure that the tenant allowance covers an agency's design guide or design guidelines. Whether developed in concert with PBS or independently, an agency's design guide typically provides for a wide degree of latitude in the selection (and value) of finishes and fixtures for tenant space. While a design guide may well inform the process of setting the tenant allowance, if different from an agency's assigned customization tier, PBS does not accept design guides as a substitute for the benchmarking process or the judgment of asset managers in setting allowance levels.

When granting a tenant approval to amortize TI costs over its assigned customization tier for a specific assignment, PBS asset managers must be cognizant of the impact the amortization of TI costs will have on the tenant's overall Rent. There is an upper boundary or limit on the amount of TIs that can be amortized. This upper boundary is the point at which the annual amortized cost of the TIs pushes the total Rent beyond the top end of the market. If build-out costs are high, one way to lower the annual amortized cost of the tenant improvements is to extend the occupancy term. This is a legitimate approach, but especially in leased space, PBS must ensure that the need to amortize tenant improvements over the longest period practicable does not take on undue importance in the overall determination of the real estate strategy as to lease term. Another way to lower the annual amortized cost of tenant improvements is for the customer agency to make a larger lump sum payment for tenant improvements at assignment inception.

If a client agency believes categorically that the customization tier to which they have been assigned is inadequate to meet their fit-out needs, they may appeal their tier level assignment to the National Office of Portfolio Management. Tier level appeals must demonstrate through an analysis of several occupancies, that the agency's or bureau's tier allowance is consistently and materially less than what would have been accorded under the previous pricing policy. An appeal of an agency's tier level assignment is not a Rent appeal and does not follow the Rent appeal process.

EXHIBIT 5**STANDARD LEASE FILE CHECKLIST**

STAR PROJECT NUMBER:	_____	LOCATION:	_____
OA NUMBER:	_____	AGENCY:	_____
LEASE NUMBER:	_____	CBR NUMBER:	_____
LOCATION CODE:	_____	SQUARE FOOTAGE:	_____
BROKER CONTRACT NO.	_____	TASK ORDER NO.	_____
CONTRACT LEASING AGENT:	_____	PHONE NUMBER:	_____
CONTRACTING OFFICER:	_____		

EXHIBIT 5

I. REQUIREMENT	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE	ESTIMATED DELIVERY DATE
* A. SF-81 or Other Request for Space				
* A.1 Transaction Management Playbook (TMP) - Product Information and Associated Correspondence				
* B. Special Requirements (Specs)				
* C. Title 10 Clearance for Armed Services				
* D. Notification to City Official				
* E. Justification of Delineated Area				
* E.1 Rural Development Act				
* F. Draft OA				
* G. Scoring Evaluation				
* H. Broker Contract Information				
* I. Emergency/Disaster Leasing – miscellaneous records/ information				
J. Other				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

NOTE 1: The Estimated Delivery Date column is optional and is provided as a project schedule planning tool.

NOTE 2: The asterisk (*) identifies items that remain the responsibility of the Government in broker contract projects.

GSA FORM 3681 (REV 6/05)

EXHIBIT 5

II. PRE-SOLICITATION	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE	ESTIMATED DELIVERY DATE
* A. Task Order Orientation Meeting				
* B. Project Orientation Meeting				
* C. Acquisition Plan				
D. Justification for Other Than Full and Open Competition				
E. Historic Building Check				
F. Flood Plain Check				
* G. Prospectus/Notification of Approval				
H. Copy of Advertisement or FedBizOpps Printout				
I. Responses to Advertisement				
J. Market Survey, Market Survey Report, and Agency Concurrence				
K. CATEX Checklist				
* L. Source Selection Plan (Signed) and Related Correspondence				
* M. Award Factor Evaluation				
* N. Vending Facilities				
O. Other				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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GSA FORM 3681 (REV 6/05)

EXHIBIT 5

III. SOLICITATION	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE	ESTIMATED DELIVERY DATE
A. Draft Solicitation for Offers				
B. Agency Approval of SFO				
* C. OA Revision				
D. Final SFO				
E. SFO Distribution List				
F. SFO Amendments/Addenda				
G. Correspondence to Offerors				
* H. Davis-Bacon Wage Rates				
* I. SFO Review by Technical Staff				
J. Other				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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EXHIBIT 5

IV. EVALUATION/PRE-NEGOTIATION	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE	ESTIMATED DELIVERY DATE
A. Negotiation Objectives				
* B. Appraisal				
C. Estimates Tenant Improvement Cost Overtime Rates	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
D. Competitive Range Determination/Notification				
* E. Request for FPS Pre- Lease Security Survey				
* F. Review of Pre-Lease Forms for Fire/Safety				
* G. Request for Contractor Support Services Related to Lease Acquisition (IOS, CQM, etc.)				
H. Required Security Documentation per SFO				
I. Other <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>

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GSA FORM 3681 (REV 6/05)

EXHIBIT 5

V. UNSUCCESSFUL OFFER(S)	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE	ESTIMATED DELIVERY DATE
A. Initial Offer and Related Correspondence				
B. Abstract of Offers				
* C. Evidence of Fire/Safety Review of Pre-Lease Forms and Certificate of Occupancy				
D. Scaling of Offered Space				
E. Present Value Price Evaluation				
F. Pre-Award Notice and Rejection Letters				
* G. Pre-Award Debriefing				
H. Request for Final Proposal Revision				
I. Offers Received After Final Proposal Revisions				
J. Post-Award Notice and Rejection Letters				
* K. Post-Award Debriefings/Protests and Resolution/Congressional and Responses				
L. Negotiation Record(s)				
M. Other				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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GSA FORM 3681 (REV 6/05)

EXHIBIT 5

VI. SUCCESSFUL OFFER AND AWARD DETERMINATION		REQUIRED	NOT REQUIRED	DOCUMENT IN FILE	ESTIMATED DELIVERY DATE
A. Initial Offers and Related Correspondence					
B. Abstract of Offers					
* C. Evidence of Fire/Safety Review of Pre-Lease Forms and Certificate of Occupancy					
* D. Negotiations of Environmental Remediation					
E. Scaling of Offered Space					
F. Request for Final Proposal Revision (otherwise known as Best and Final Offer)					
G. Present Value Price Evaluation					
H. Price Negotiation Documentation					
I. Award Factor Evaluation Report					
J. Source Selection Evaluation Report (Initial and Final)					
K. Conflict of Interest Acknowledgement and Nondisclosure Agreement					
* L. Source Selection Authority Decision Document					
* M. Revised Scoring Evaluation and Final Scoring Analysis					
* N. Agency Recommendation Letter (from GSA) and Return Letter of Acceptance (from Agency) with Revised and Signed OA					
O. Small Business Subcontracting Plan					
P. Affirmative Action Plan					
Q. Seismic Certification					
R. Flood Plain Compliance Documentation					
* S. Responsibility Check Excluded Parties List (Debarred Bidders List) Past Performance Financial Responsibility		<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>
T. EEO Compliance Review					
* U. Randolph Sheppard Act Info.					

EXHIBIT 5

V. Evidence of Compliance with SFO Security Documentation and Requirements						
W. Evidence of Compliance with Green Lease and/or LEED SFO Criteria						
* X. Receipt of RWA and Required Certification						
Y. Lessor/Signor Proof of Authority and Ownership						
Z. Other						
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

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GSA FORM 3681 (REV 6/05)

EXHIBIT 5

VII. (A) CONTRACT	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE	ESTIMATED DELIVERY DATE
A. Award Letter				
* B. Legal Review and Comment				
C. Fully Executed Lease				
D. Supplemental Lease Agreements				
E. Other				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

VII. (B) TI SFO DOCUMENTS	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE	ESTIMATED DELIVERY DATE
A. TI Cost Breakdown (In CSI Format)				
* B. GSA Review of TI Costs				
C. Evidence of Competitive Bidding Process or Cost or Pricing Data for TI Costs				
D. Drawings/Layouts from Agency				
E. Other				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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GSA FORM 3681 (REV 6/05)

EXHIBIT 5

VIII. APPROVAL DOCUMENTS	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE	ESTIMATED DELIVERY DATE
* A. Pre-Validation of B/A 53 Funding				
* B. Final Occupancy Agreement				
* C. Legal Concurrence				
D. Drawings/Layouts from Agency/Lessor (Design Intent Drawings-DID's)				
* E. Fire/Safety Approval of Layout Drawings				
F. Layouts to Lessor				
G. Finish Selections to Lessor				
H. Other				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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GSA Form 3681 (REV 6/05)

EXHIBIT 5

IX. PRE-OCCUPANCY		REQUIRED	NOT REQUIRED	DOCUMENT IN FILE	ESTIMATED DELIVERY DATE
A. Post Award Synopsis					
B. Copy of Correspondence Transmitting Lease to Field Office					
C. Copy of Correspondence Transmitting Lease to Agency					
* D. Notification of Lease Location to FPS by letter or email					
* E. Request to GSA PMC for Utility Contract					
* F. COR Letters to Lessor					
* G. COR Letters to Designated Agency Representative					
H. Construction Inspection Reports/Meeting Minutes/ MSDS					
I. Davis-Bacon Interview Forms and Wage Payment					
J. Acceptance of Space/Condition Survey Measurement of Space Correction of Deficiencies Credits/Debits Punch List and Resolution		_____	_____	_____	_____
K. Change Orders Related to Initial Occupancy					
L. Request Periodic Services Schedule from Lessor					
* M. Provide Periodic Services Schedule to Property Manager/Lease Administrator					
N. SBA Reporting Letter					
O. Other		_____	_____	_____	_____
		_____	_____	_____	_____
		_____	_____	_____	_____

EXHIBIT 5

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GSA FORM 3681 (REV 6/05)

EXHIBIT 5

X. ADMINISTRATION	REQUIRED	NOT REQUIRED	DOCUMENT IN FILE	ESTIMATED DELIVERY DATE
* A. EFT Enrollment				
* B. Operating Cost Escalations				
* C. Tax Escalations/Appeals				
* D. Change of Ownership				
* E. DUNS Number				
* F. Central Contractor Registration (CCR) Information				
* G. Lease Digest (R620)				
* H. RWA's - Properly Certified				
* I. Miscellaneous Correspondence				
* J. Appeals/Claims/Disputes Correspondence Contracting Officer Decision Resolution Unresolved Claim(s) GSBCA or Claims Court Decision Payment				
* K. Task Order Documentation				
* L. CAD As-Builts to CIFM				
M. Other _____ _____ _____				

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NOTE 2: The asterisk (*) identifies items that remain the responsibility of the Government in broker contract projects.

GSA FORM 3681 (REV 6/05)

EXHIBIT 5

I. REQUIREMENT

- * A. **SF-81 or Other Request for Space.** Is no longer required; however, some agencies are still using this form. Other methods to request space are acceptable such as a documented phone call or letter from the agency. However, when no SF-81 is submitted, the space request must still address customer funding availability.
 - 1. Transaction Management Playbook (TMP) - Product Information (P-1 through P-4: Formal Requirements Document, Project Management and Communication Plan, Options Package, Proposal Package) and Associated Correspondence related to the five interactions: the requirements interview, requirements confirmation, presenting options, solution agreement documentation and delivering as promised. All TMP documentation from commencement to completion of the process shall be filed here.
- * B. **Special Requirements (Specs).** Specifications and Plans identifying agency needs above the shell and tenant improvement language in the SFO.
- * C. **Title 10 Clearance for Armed Services.** Title 10 USC 2662(e) states – No element of the DOD shall occupy any general purpose space leased for it by the GSA at an annual rental in excess of \$500,000 (excluding the cost of utilities and other operation and maintenance services). DOD still has to report under Title 10 if this is a new lease, and/or if the lease started with an annual rental under \$500K and will cross the threshold through rent escalation. Acquiring the Title 10 Clearance is a DOD responsibility and not GSA's.
- * D. **Notification to City Official.** Letter to Mayor or City Planning Board. Executive Order 12072
http://www.gsa.gov/Portal/gsa/ep/contentView.do?pageTypeId=8199&channelId=-13339&P=PLAE&contentId=16907&contentType=GSA_BASIC
- * E. **Justification of Delineated Area.** Required if not in CBD. Also required when crossing over Congressional Districts. Reference: E.O. 12072, E.O. 13006 and the Rural Development Act (RDA)
 - 1. Rural Development Act. PE-2003-01 Requires customers to submit a written statement to GSA to affirm that first priority was given to locating in a rural area. This is required for all lease acquisitions. FMR 102.83
- * F. **Draft OA.** First Draft of the Occupancy Agreement sent to the agency for concurrence to proceed with project. OA should identify estimated market rate, tenant improvement allowance, and any ad hoc clauses unique to this space action. Examples of ad hoc clauses would include, but are not limited to, any environmental restoration language upon lease termination, waiver of 120-day notification requirement...
- * G. **Scoring Evaluation.** OMB Circular A-11, Criteria and Scoring Ramifications for Operating and Capital Leases. Reference the Portfolio Web Site titled "Lease Score Keeping Model."
http://www.whitehouse.gov/omb/circulars/a11/current_year/a_11_2004.pdf
- * H. **Broker Contract Information.** Miscellaneous
- * I. **Emergency and Disaster Leasing – miscellaneous records/information.** i.e. FEMA, COOP Procedures – Project/requirements information.
- J. **Other**

II. PRE-SOLICITATION

- * A. **Task Order Orientation Meeting.** Notes from this meeting between the Regional Contracting Officer (RCO), Broker and Contracting Officer's Technical Representative (COTR) [Realty Specialist/Contracting Officer] covering the roles and responsibilities of these parties exclusive of the customer, and preliminary project schedule. Required for all Broker Contract projects. Must take place prior to the Project Orientation Meeting. Customer's requirements, as agreed to in the TMP process must be presented at this time.

EXHIBIT 5

- * B. **Project Orientation Meeting.** Meeting of the COTR, Broker and Customer (Tenant Agency). Required for all Broker Contract projects. File meeting notes discussing the contractual relationship between all parties in addition to scope of requirements, expectations for task order delivery and estimated project schedules.
- * C. **Acquisition Plan.** Required for leases exceeding simplified acquisition threshold. This should begin as soon as the agency need is identified, preferably well in advance of the fiscal year in which contract award is necessary and issuance of the SFO. It will be approved by the Contracting Officer except as stated in GSAM 507.102. In accordance with GSA ORDER OGP 2800.1, dated January 1, 2004, written acquisition plans are required for all actions over the SLAT. Most of these will be Limited Acquisition Plans, however Comprehensive Plans are necessary. Comprehensive Plans are necessary for all acquisitions/new (lease) construction over \$50M including options, and complex, politically sensitive projects of any size over SLAT. All plans are to be signed by the RA, ARA or their designee in addition to the Contracting Officer.
<http://internotes.gsa.gov/insite/gsad.nsf/d918e928855e021285255faa007aa137/104da1511db6520885256e1c004afab2?OpenDocument>
- D. **Justification for Other Than Full and Open Competition.** FAR 6.303 – A contracting officer shall not commence negotiations for a sole source contract without written justification identifying the cause as outlined in FAR 6.302 and required approvals are obtained as required by FAR 6.304. Also reference GSAM 502.101 and GSAM 504.803.
- E. **Historic Building Check.** Public Buildings Cooperative Use Act of 1976, Executive Order 13006, and Section 106 of the National Historic Preservation Act.
http://www.gsa.gov/Portal/gsa/ep/contentView.do?pageTypeId=8199&channelId=-13339&P=PLAE&contentId=10723&contentType=GSA_BASIC
<http://www.achp.gov/regs-rev04.pdf> and <http://www.nr.nps.gov/>
- F. **Flood Plain Check.** Executive Order 11988 and NEPA Call-In Fact Sheet (web-site) dated 9/97.
http://www.gsa.gov/Portal/gsa/ep/contentView.do?pageTypeId=8199&channelId=-13339&P=PLAE&contentId=16905&contentType=GSA_BASIC
and <http://esri.com/hazards/makemap.html>
- * G. **Prospectus/Notification of Approval.** GSA Order PBS P7000.12, Chapter 5, OMB Bulletin 91-02, and OMB Circular A-11. Check with Regional Portfolio Management or their website for the current threshold as it is adjusted annually.
- H. **Copy of Advertisement or FedBizOps Printout.** GSAM 505.101 Notice must be published in the newspaper or in FedBizOps if 1) the acquisition is for leasehold interests in real property estimated to exceed 10,000 square feet; or 2) the acquisition is for a leasehold interest in a building to be constructed on a pre-selected site. The notice must include mandated elements in accordance with GSAR 570.402-2.
- I. **Responses to Advertisement.** All expressions of interest should be documented in writing for the file, including phone calls.
- J. **Market Survey, Market Survey Report, and Agency Concurrence.** GSAM 570.301
<http://www.acqnet.gov/GSAM/current/html/Part570.html#wp1854967>
- K. **CATEX Checklist.** 40 CFR 1508.9 and GSA Directives as well as the NEPA Desk Guide. Environmental checklist review should be coordinated with the Regional Environmental Quality Advisor. The checklist can be found at <http://insite.gsa.gov>, (Select Buildings/Environmental Programs/GSA NEPA Implementation/NEPA Deskguide). You will find the CATEX Checklist in Chapter 5 of the Deskguide as Exhibit 5-1. Also see E.O. 12873.
- * L. **Source Selection Plan (Signed) and Related Correspondence.** The Source Selection Plan may be a simple go/no go acceptable lowest priced plan which is abbreviated or a best value tradeoff process used when it is in the best interest of the Government to consider award to other than the lowest priced offer or other than the highest technically rated offer. FAR 15.101.1

EXHIBIT 5

- * M. **Award Factor Evaluation**
- * N. **Vending Facilities.** This paragraph is required in the SFO whenever the requirement 1) involves 100 or more occupants **or** 2) at least 15,000 square feet of space. Minimum of 250 square feet must be offered to the blind. Contact the regional Concessions group for amount of space to be entered. Exception information can be found at USC Title 20, Section 107a. [34 CFR 395.1 (q)]
- O. **Other**

III. SOLICITATION

- A. **Draft Solicitation for Offers.** (GSAM 570.302 and 570.303-1) The Tenant Improvement (TI) SFO is not mandatory; however, currently it is the SFO that is being updated with required clauses and clause modifications. If using a variation of the SFO, ensure all mandatory clauses are incorporated. Legal review at the discretion of the Contracting Officer.
<http://www.acqnet.gov/GSAM/current/html/Part570.html#wp1854967>
- B. **Agency Approval of SFO.** The agency is required to review and approve the SFO and Special Requirements before the solicitation is sent to potential Offerors.
- * C. **OA Revision.** A revised OA should be sent to the agency reflecting any changes to the draft OA that were identified during or after the market survey.
- D. **Final SFO.** The SFO sent to prospective Offerors with all agency changes incorporated and all appropriate forms such as GSA Forms 3516, 3517, 3518, 1364, 1364A and 1217, Sensitive But Unclassified Form, Security Forms as necessary, and the Rate Structure Sheet if not using the 1364A. You may also include the EFT Vendor form at the discretion of the Contracting Officer. If SFO was issued electronically (CD, email...), a copy of the disk must be filed here.
- E. **SFO Distribution List.** Indicates all potential Offerors receiving the SFO, and date the SFO was issued. Also indicates who from the customer received a copy and anyone else receiving a copy as determined by the Contracting Officer such as FPS, or the GSA Property Manager.
- F. **SFO Amendments/Addenda.** All changes to the SFO are to be documented as an amendment or addenda to the SFO. All amendments/addenda are to be sent to all potential Offerors that received the SFO. GSAM 570.303-4
<http://www.acqnet.gov/GSAM/current/html/Part570.html#wp1854967>
- G. **Correspondence to Offerors.** This includes cover letters sent with the SFO and Amendments/Addenda. Also includes phone contact records of conversations with the Offeror(s) and any letters of clarification prior to the receipt of initial offers.
- * H. **Davis-Bacon Wage Rates.** Is required for new (lease) construction or complete rehabilitation or reconstruction of an existing building when the Government will be the sole or predominant tenant, such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy.
http://www.access.gpo.gov/davis_bacon/
- * I. **SFO Review by Technical Staff.** Engineers, FPS, Space Planner, etc., as required, but always for new lease construction.
- J. **Other**

IV. EVALUATION/PRE-NEGOTIATION

- A. **Negotiation Objectives.** Establishes the Government's negotiation position and assists in the contracting officer's determination of fair and reasonable price. Objectives shall be established before negotiation of any pricing action. FAR 15.406-1
- * B. **Appraisal.** Required when adequate competition or market price data does not exist.

EXHIBIT 5

C. *Estimates*

1. Tenant Improvement Cost. A government estimate is not required if three or more offers are received to compare build-out costs.
 2. Overtime Rates. Should be compared between the offers in the same geographic area. If offers have a large variance, the Offeror's rates should be questioned and justified by the Offeror.
- D. Competitive Range Determination/Notification. FAR 15.503(a) and FAR 15.306(c)
- * E. **Request for FPS Pre-Lease Security Survey.** This is optional and should be requested if the Contracting Officer determines it is needed.
- * F. **Review of Pre-Lease Forms for Fire/Safety.** Use GSA Forms 12000 and 12001. See Realty Services Letter PQ-2005-04, dated May 4, 2005.
- * G. **Request for Contractor Support Services Related to Lease Acquisition (IOS, CQM, etc).** This should be coordinated with the appropriate regional GSA personnel. This can include, but is not limited to, all vendors in relation to agency moves of furniture, telecommunications (phones, computers) as well as space planning services.
- H. **Required Security Documentation per SFO.** Such as: the Sensitive But Unclassified Forms A and B and the Pre-lease Building Security Plan (BPS) which indicates the Offeror's proposed compliance with the Lease Security Standards in the SFO. For new (lease) construction, written certification from a licensed structural engineer that the building conforms with requirements for window glazing performance conditions, façade protection level, set-back distance, and return-air specifications. Progressive collapse certification can be obtained if requested by the customer.
- I. **Other**

V. UNSUCCESSFUL OFFER(S)

- A. **Initial Offer and Related Correspondence.** Includes all written documentation as well as phone records of telephone conversations with each Offeror. Initial offers should be reviewed to ensure Offeror submitted all required information. Obtain and review GSA Forms 1364A or 1364 (used for non-TI SFO's), 1217, 3517 and GSA 3518 to ensure all information has been provided and all Representations and Certifications are checked. Evidence of ownership is required. See Tab VI, Section Y.
- B. **Abstract of Offers.** Spreadsheet showing all offer price components from the GSA Form 1364 or 1364A and related documents. This document is required to be filed for all negotiated procurements.
- * C. **Evidence of Fire/Safety Review of Pre-Lease Forms and Certificate of Occupancy.** Obtain the Pre-Lease forms for each building offered and the Certificate of Occupancy for the Successful Offeror. Reference Realty Services Letter PQ-2005-04. Use GSA Forms 12000 and 12001.
- D. **Scaling of Offered Space.** Each floor plan should be measured to determine if each Offeror meets the minimum usable square footage of the SFO.
- E. **Present Value Price Evaluation**
- F. **Pre-Award Notice and Rejection Letters.** FAR 15.503(a)
- * G. **Pre-Award Debriefing.** FAR 15.505
- H. **Request for Final Proposal Revision.** Must have specific submittal instructions to each Offeror including the due date.
- I. **Offers Received After Final Proposal Revisions.** Follow the procedures in FAR 15.208.
- J. **Post Award Notice and Rejection Letters.** Must be sent to each unsuccessful evaluated offer. FAR 15.503(b)

EXHIBIT 5

- * K. **Post Award Debriefings/Protests and Resolution/Congressional and Responses.** GSAM 515.5, and 533.1, also FAR 15.506.
<http://www.acqnet.gov/GSAM/current/html/Part515.html#wp1867342>
<http://www.acqnet.gov/GSAM/current/html/Part533.html#wp1859161>
- M. **Negotiation Record(s)**
- N. **Other**

VI. SUCCESSFUL OFFER AND AWARD DETERMINATION

- A. **Initial Offers and Related Correspondence.** (see Tab V, Section A.)
- B. **Abstract of Offers.** (see Tab V, Section B.)
- * C. **Evidence of Fire/Safety Review of Pre-Lease Forms and Certificate of Occupancy.** Items found in this section should include the Fire/Safety Request and Report and a copy of the Certificate of Occupancy. Must be obtained prior to occupancy. Please reference Realty Services Letter PQ-2005-04 and see Tab V, Section C.
- * D. **Negotiations of Environmental Remediation.** Required if result of site assessment indicates environmental deficiencies. Coordinate this effort with the Regional Environmental Quality Advisor.
- E. **Scaling of Offered Space.** (see Tab V, Section D.)
- F. **Request for Final Proposal Revision (otherwise known as Best and Final Offer).** (see Tab V, Section H.)
- G. **Present Value Price Evaluation**
- H. **Price Negotiation Documentation.** (Memorandum) GSAM 570.307 and FAR 15-3 and 15.406-3
<http://www.acqnet.gov/GSAM/current/html/Part570.html#wp1854967>
- I. **Award Factor Evaluation Report**
- J. **Source Selection Evaluation Report (Initial and Final).** GSAM 515.3
<http://www.acqnet.gov/GSAM/current/html/Part515.html#wp1865062>
- K. **Conflict of Interest Acknowledgment and Nondisclosure Agreement.** GSAM 515.305. Required for each Government and non-government individual serving as an evaluator on a Source Selection Board.
<http://www.acqnet.gov/GSAM/current/html/Part515.html#wp1865062>
- * L. **Source Selection Authority Decision Document**
- * M. **Revised Scoring Evaluation and Final Scoring Analysis.** File both here. These should include negotiated rates.
- * N. **Agency Recommendation Letter (from GSA) and Return Letter of Acceptance (from Agency) with Revised and Signed OA**
- O. **Small Business Subcontracting Plan.** Required if aggregate rent is over \$500K & Lessor is large business. FAR 19.702
- P. **Affirmative Action Plan.** GSAM 522.8 and FAR 22.8 (see Offeror's representation on GSA Form 3518). As required by FAR 22.804-1 Nonconstruction: "...each nonconstruction prime contractor (Lessor) and each subcontractor with 50 or more employees and either a contract or subcontract of \$50,000 or more...is required to develop its written Affirmative Action Program within 120 days from the commencement of its first such Government contract..."
<http://www.acqnet.gov/GSAM/current/html/Part522.html#wp1859325>
- Q. **Seismic Certification.** Compliance Certification must be obtained from Successful Offeror consistent with Executive Order 12699 for new buildings (new lease construction) and Executive Order 12941 for Federally-owned or existing (leased) buildings.

EXHIBIT 5

- R. **Flood Plain Compliance Documentation.** Obtained per requirements of Tab II, Section D. Executive Order 11988
http://www.gsa.gov/Portal/gsa/ep/contentView.do?pageTypeId=8199&channelId=-13339&P=PLAE&contentId=16905&contentType=GSA_BASIC
- * S. **Responsibility Check**
1. **Excluded Parties List (also known as Debarred Bidders List).** Check <http://epls.arnet.gov>
 2. Past Performance checked through references
 3. Financial Responsibility - GSAM 570.108
<http://www.acqnet.gov/GSAM/current/html/Part570.html#wp1860796>
- T. **EEO Compliance Review.** Required to be obtained from the Department of Labor if aggregate rent is over \$10 million.
- * U. **Randolph Sheppard Act Information.** USC: Title 20, Section 107a
- V. **Evidence of Compliance with SFO Security Documentation and Requirements.** Such as the final Building Security Plan (BSP)
- W. **Evidence of Compliance with Green Lease and/or LEED SFO Criteria.** Such as Green Lease Submittal documentation, written documentation relative to meeting the SFO specified LEED rating system, if required, etc.
- * X. **Receipt of RWA and Required Certification.** Must be in compliance with Acquisition Letter V 05-06 "Purchases on Behalf of Other Agencies" dated 4-27-05. An agency certifying official must verify that all unique funding and procurement requirements, including statutory or regulatory requirements applicable to the funding being provided, have been disclosed to GSA; and all internal reviews/approvals required prior to placing the order with GSA have been completed. Certification is required on all submitted RWA's in excess of the SLAT with the exception of Congressional requirements.
- Y. **Lessor/Signor Proof of Authority and Ownership.** Evidence of ownership is required such as a copy of a warranty deed, or master lease agreement. Authorization to execute a lease if a corporate, partnership or limited liability company ownership, and a true legal description of the property taken from the deed (not simply a street address) if required.
- Z. **Other**

VII. (A) CONTRACT

- A. **Award Letter.** FAR 15.504, also GSAM 570.308
<http://www.acqnet.gov/GSAM/current/html/Part570.html#wp1854967>
- * B. **Legal Review and Comment.** This is optional and the CO will determine the need for the review.
- C. **Fully Executed Lease**
- D. **Supplemental Lease Agreements.** FAR 4.803. Include a log to keep track of all SLA numbers and a short description of the purpose for each SLA.
- E. **Other**

VII. (B) TI SFO DOCUMENTS

Due to most of the Tenant Improvement SFO documents and negotiations occurring after lease award, a separate sub-tab for these documents has been created. Layout drawings should be filed in this tab if a TI SFO is being used. At a minimum, the tab should include:

- A. **TI Cost Breakdown (In CSI Format)**
- * B. **GSA Review of TI Costs**
- C. **Evidence of Competitive Bidding Process or Cost or Pricing Data for TI Costs.** Such as a letter or e-mail from the Lessor and/or a copy of the bids obtained.

EXHIBIT 5

- D. **Drawings/Layouts from Agency**
- E. **Other**

VIII. APPROVAL DOCUMENTS

- * A. **Pre-Validation of Budget Activity 53 Funding.** Must get budget approval before lease is awarded.
- * B. **Final Occupancy Agreement.** Must show all negotiated rates and include general clauses as well as any ad hoc clauses, and be signed by the agency unless approved by Regional Portfolio to proceed without a signed OA. **Compare against the fully executed lease prior to distribution to customer for signature.**
- * C. **Legal Concurrence.** If required (will differ from region to region).
- D. **Drawings/Layouts from Agency/Lessor (Design Intent Drawings-DID's).** Will be filed under Tab VIII if the SFO is not a TI SFO. Where documents and negotiations occur after award, file in Sub Tab VII (B), Section D.
- * E. **Fire/Safety Approval of Layout Drawings.** Any changes to layout from fire/safety review must be re-submitted to the agency for concurrence.
- F. **Layouts to Lessor.** Layouts with agency approval signature and fire/safety approval signature.
- G. **Finish Selections to Lessor.** With interior finishes selected and approved by the agency. Correspondence relating to finishes is to be filed here.
- H. **Other**

IX. PRE-OCCUPANCY

- A. **Post Award Synopsis.** Posted in FEDBIZOPS. Required if > \$25,000 annual rent.
- B. **Copy of Correspondence Transmitting Lease to Field Office**
- C. **Copy of Correspondence Transmitting Lease to Agency**
- * D. **Notification of Lease Location to FPS by letter or email**
- * E. **Request to GSA PMC for Utility Contract.** When separately metered.
- * F. **COR Letters to Lessor.** GSAM 542.2
<http://www.acqnet.gov/GSAM/current/html/Part542.html#wp1858097>
- * G. **COR Letters to Designated Agency Representative.** GSAM 542.2
<http://www.acqnet.gov/GSAM/current/html/Part542.html#wp1858097>
- H. **Construction Inspection Reports/Meeting Minutes/MSDS**
- I. **Davis-Bacon Interview Forms and Wage Payment.** GSAM 522.406
<http://www.acqnet.gov/GSAM/current/html/Part522.html#wp1859266>
- J. **Acceptance of Space/Condition Survey.** GSAM 570.111
<http://www.acqnet.gov/GSAM/current/html/Part570.html#wp1860796>
 - 1. Measurement of Space
 - 2. Correction of Deficiencies
 - 3. Credits/Debits
 - 4. Punch List and Resolution
- K. **Change Orders Related to Initial Occupancy.** Major change orders for lease alterations should be kept in a separate lease file folder.
- L. **Request Periodic Services Schedule from Lessor.** Obtain a letter addressing the periodic services schedule from Lessor.
- * M. **Provide Periodic Services Schedule to Property Manager/Lease Administrator**
- N. **SBA Reporting Letter.** **Sent to Lessor when a Small Business Subcontracting Plan (SBSP) is obtained.**

EXHIBIT 5

O. Other

X. ADMINISTRATION

- * A. **EFT Enrollment.** GSAM 552.232-76
http://www.acqnet.gov/GSAM/current/html/Part552_Sub2B.html
- * B. **Operating Cost Escalations.** Adjusted in accordance with the contract language.
- * C. **Tax Escalations/Appeals.** Processed in accordance with the contract language.
- * D. **Change of Ownership.** GSAM 542.12
<http://www.acqnet.gov/GSAM/current/html/Part542.html#wp1858165>
- * E. **DUNS Number.** A new DUNS Number must be obtained each time a change of ownership takes place.
- * F. **Central Contractor Registration (CCR) Information.** Confirmation of active registration updated within the past year is required. Registration must be updated annually. New registration is required each time a change of ownership takes place.
- * G. **Lease Digest (R620).** Required for Lessor Payment (STAR)
- * H. **RWA's - Properly Certified.** This section contains all RWA's issued after occupancy for alterations... in conjunction with the certification requirement found in Tab VI, Section X.
- * I. **Miscellaneous Correspondence**
- * J. **Appeals/Claims/Disputes.** GSAM 533.2 - Consult Legal
<http://www.acqnet.gov/GSAM/current/html/Part533.html#wp1859213>
 - 1. Correspondence
 - 2. Contracting Officer Decision
 - 3. Resolution
 - 4. Unresolved Claim(s)
 - 5. GSBCA or Claims Court Decision
 - 6. Payment
- * K. **Task Order Documentation.** Ordering Officials task order documentation and check list upon closeout of task order if task is performed by the broker contractor.
- * L. **CAD As-Builts to CIFM**
- M. **Other**

EXHIBIT 6

SAMPLE LEASE ACQUISITION SCHEDULE

EXHIBIT 6 SAMPLE LEASE ACQUISITION SCHEDULE FOR JONESVILLE, NY			
GSA PROJECT # 4NY0999		TASK ORDER #	
PROJECT ACTIVITY	(STAR DATA ENTRY)	ESTIMATED DATE	ACTUAL DATE
Contractor accepts Project			
Contractor receives Client Requirements	<i>Requirements Development</i>		
Contractor Schedule to GSA (Accepted by Client, Contractor, & GSA)			
Advertisement printed and/or Flyers mailed	<i>Advertisement</i>		
Market Survey	<i>Market Survey</i>		
Market Survey Report & Project File to GSA for Review/Acceptance			
SFO Draft to Client/GSA COR for Review			
DRAFT SFO review complete			
SFO mailed to Potential Offerors	<i>SFO</i>		
Initial Offers Received			
Final Offers Received			
Client Offer for Space Letter; Award & Unsuccessful Offer Letters; Lease Contract; & Project File to GSA COR for Review/Acceptance.			
OA/Client Acceptance of Space received by GSA			
Award & Unsuccessful Offers Letters mailed.			
Lease Executed & Client Notified	<i>Lease Contract Awarded</i>		
Client Approved Design Intent Documents (DIDs) to Contractor after GSA review	<i>Design Complete</i>		
Tenant Improvement Allowance Negotiations Complete, SLA & negotiations records submitted to GSA for Review/Approval			
OA & Client acceptance of TI Costs			
Construction Complete/Punch List Complete	<i>Construction Complete</i>		
Client Occupancy (REQUIRED CONTRACT DELIVERY DATE. Only changed by "modification" to the contract task order.)	<i>Lease Contract Effective & Occupancy Date</i>		

CONTRACTOR SIGNATURE: _____

EXHIBIT 6

EXHIBIT 6 SAMPLE LEASE ACQUISITION SCHEDULE FOR JONESVILLE, NY			
GSA PROJECT # 4NY0999		TASK ORDER #	
PROJECT ACTIVITY	(STAR DATA ENTRY)	ESTIMATED DATE	ACTUAL DATE
Contractor accepts Project			
Contractor receives Client Requirements	<i>Requirements Development</i>		
Contractor Schedule to GSA (Accepted by Client, Contractor, & GSA)			
Advertisement printed and/or Flyers mailed	<i>Advertisement</i>		
Market Survey	<i>Market Survey</i>		
Market Survey Report & Project File to GSA for Review/Acceptance			
SFO Draft to Client/GSA COR for Review			
DRAFT SFO review complete			
SFO mailed to Potential Offerors	<i>SFO</i>		
Initial Offers Received			
Final Offers Received			
Client Offer for Space Letter; Award & Unsuccessful Offer Letters; Lease Contract; & Project File to GSA COR for Review/Acceptance.			
OA/Client Acceptance of Space received by GSA			
Award & Unsuccessful Offers Letters mailed.			
Lease Executed & Client Notified	<i>Lease Contract Awarded</i>		
Client Approved Design Intent Documents (DIDs) to Contractor after GSA review	<i>Design Complete</i>		
Tenant Improvement Allowance Negotiations Complete, SLA & negotiations records submitted to GSA for Review/Approval			
OA & Client acceptance of TI Costs			
Construction Complete/Punch List Complete	<i>Construction Complete</i>		
Client Occupancy (REQUIRED CONTRACT DELIVERY DATE. Only changed by "modification" to the contract task order.)	<i>Lease Contract Effective & Occupancy Date</i>		

EXHIBIT 7

GSA FORM 3627, MARKET SURVEY

MARKET SURVEY				DATE
I. REQUIREMENTS			II. BUILDING SURVEYED	
1. DELINEATED AREA		2. BOMA USABLE SQUARE FEET REQUIRED		6. BUILDING NAME AND LOCATION
				7. OWNER OR AGENT NAME AND ADDRESS
3. CLIENT AGENCY			8. TELEPHONE NO. OF OWNER/AGENT: ()	
4. SPECIAL REQUIREMENTS (If any)			9. SPACE AVAILABLE	
			A. FLOOR(S)	B. AMOUNT (Rentable Sq. Ft.)
5. SELECTION FACTORS OTHER THAN PRICE (If applicable)			10. NEIGHBORHOOD DESCRIPTION	
III. ASKING PRICE AND TERMS				
11. RENT	A. PER ANNUM \$	B. PER RENTABLE SQ. FT. \$	Place PHOTOGRAPH Here	
12. SERVICES INCLUDED IN RENT	<input type="checkbox"/> FULL <input type="checkbox"/> PARTIAL (State below what is <u>excluded</u>)			
13. TENANT IMPROVEMENTS INCLUDED IN RENT				
14. COMMENTS				
IV. DECISION TO CONSIDER FOR NEGOTIATION				
15. <input type="checkbox"/> WILL CONSIDER THIS BUILDING FOR NEGOTIATION. IT MEETS OR CAN MEET THE REQUIREMENTS OF THE CLIENT AGENCY.				
16. <input type="checkbox"/> WILL NOT CONSIDER THIS BUILDING FOR NEGOTIATION. IT DOES NOT MEET OR CANNOT MEET THE REQUIREMENTS OF THE CLIENT AGENCY FOR THE FOLLOWING REASONS:				
17. THE CLIENT AGENCY REPRESENTATIVE PRESENT ON THE MARKET SURVEY:				
<input type="checkbox"/> AGREES WITH THE ABOVE DECISION. <input type="checkbox"/> DOES NOT AGREE WITH THE DECISION BECAUSE:				
18A. SIGNATURE OF AGENCY REPRESENTATIVE		18B. TITLE OF AGENCY REPRESENTATIVE		18C. DATE
19A. SIGNATURE OF GSA REPRESENTATIVE		19B. TITLE OF GSA REPRESENTATIVE		19C. DATE
GENERAL SERVICES ADMINISTRATION				

EXHIBIT 7

V. BUILDING DESCRIPTION					
ITEM	CONDITION			YES	NO
20. GENERAL	<input type="checkbox"/> A. NEW <input type="checkbox"/> B. OLDER, WELL MAINTAINED <input type="checkbox"/> C. OLDER, POORLY MAINTAINED				
21. TRANSPORTATION ACCESS	A. PARKING AVAILABLE ON SITE				
	B. PUBLIC PARKING IN VICINITY				
	C. SERVED BY PUBLIC TRANSPORTATION				
22. INTERIOR WALLS	A. TYPE	<input type="checkbox"/> DRYWALL <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> PLASTER			
	B. ACCEPTABLE COVERING IN OFFERED AREA				
23. LIGHTING	A. ADEQUATE IN PUBLIC AREAS				
	B. ADEQUATE IN WORK AREAS				
24. CEILINGS	A. UNIFORM HEIGHT (8' to 11')				
	B. SUSPENDED				
	C. FINISH	<input type="checkbox"/> ACOUSTICAL <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> PLASTER <input type="checkbox"/> TILE			
25. WINDOWS	A. IN SPACE	<input type="checkbox"/> FIXED <input type="checkbox"/> CAN OPEN	B. COVERING <input type="checkbox"/> BLINDS <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> DRAPES		
26. FLOOR COVERING	A. TYPE	<input type="checkbox"/> CARPET <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> VINYL			
	B. EXISTING ACCEPTABLE FOR OCCUPANCY				
27. RESTROOMS	A. SEPARATE FACILITIES FOR WOMEN AND MEN ON FLOOR(S) OFFERED				
	B. EXISTING ACCEPTABLE				
28. DRINKING FOUNTAINS	EXISTING ACCEPTABLE				
29. ELEVATORS	A. TYPE	<input type="checkbox"/> PASSENGER <input type="checkbox"/> FREIGHT			
	B. CURRENT CERTIFICATE OF INSPECTION				
30. HEATING	A. TYPE	<input type="checkbox"/> CENTRAL <input type="checkbox"/> INDIVIDUAL UNITS			
	B. FUEL	<input type="checkbox"/> OIL <input type="checkbox"/> GAS <input type="checkbox"/> ELECTRIC <input type="checkbox"/> OTHER (Specify)			
31. AIR CONDITIONING	TYPE	<input type="checkbox"/> CENTRAL <input type="checkbox"/> INDIVIDUAL WINDOW UNITS			
32. ACCESSIBLE TO HANDICAPPED	A. ROUTE TO AND WITHIN THE BUILDING				
	B. ENTRANCE AND ELEVATORS				
	C. DRINKING FOUNTAINS AND RESTROOMS				
33. COMMENTS					

EXHIBIT 8A**DUAL AGENCY DISCLOSURE STATEMENT
(Acknowledgement and Consent)**

Lessor(s): _____
 Property Involved: _____

Dual Agency: The Internal Revenue Service's Contract, number _____, allows a brokerage firm under this IRS contract to represent both the Government, as tenant, and the owner in this real estate transaction as long as this is disclosed to both parties and both agree. This is known as dual agency. Under this IRS Contract, a brokerage firm may represent two clients whose interest are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client with the same skill and determination the dual agent may have if the brokerage firm represents only one client. Dual Agency under this IRS contract does not allow the same agent of the Brokerage Firm to represent both parties.

This statement discloses that _____ will be acting as

 (Name of Brokerage)

Dual Agent in the contemplated transaction involving the named property.

It is understood and agreed by the parties, as a dual agent, the brokerage firm shall:

- Treat both clients honestly;
- Disclose latent, material defects to the Government, if known by the broker;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

It is also understood and agreed by the parties, as dual agent, the brokerage firm shall not:

- Disclose confidential information, or information having an adverse effect on one party's position in the transaction,
- Suggest or recommend specific terms, including price, or disclose the terms or price the Government is willing to accept or the owner is willing to offer;
- Engage in conduct contrary to the instructions of either party and may NOT act in a biased manner on behalf of one party.

Material Relationship: The brokerage firm acting as a dual agent in this contemplated transaction has a material relationship with both the Government and the owner. A material relationship would include any personal, family or business relationship with one or both of the parties.

Relationship to the Government is tenant representation bound by the terms and conditions of contract # _____

Relationship to the Landlord is _____

Responsibilities of the Parties: The duties of the brokerage firm in a real estate transaction do not relieve the Government and Owner from the responsibility to protect their own interests. The Government and the Lessor are advised to carefully read all agreements to assure they adequately express their understanding of the lease transaction. The brokerage firm is qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Government Non Disclosure requirements: The government requires complete confidentiality in all lease acquisition offers including non disclosure of the names of potential offerors. The dual agent brokerage

EXHIBIT 8A

firm, under this dual agency agreement, will be soliciting other competitive offers for the lease acquisition. Before the dual agent brokerage firm can solicit potential offerors information, they must disclose their dual agency relationship to all potential offerors and allow the offerors to acknowledge the dual agency before they provide any confidential information. By presenting this dual agency statement, potential offerors will be aware of the dual agency relationship, however, the dual agent brokerage firm cannot disclose the number, identity or rank of other offerors, or the content or evaluation of the other offerors proposals to the landlord in the dual agency relationship.

Duration of Dual Agency: The term of this Agreement shall commence when this document is executed by the Owner and the Government, and unless extended by written agreement of all parties, shall automatically terminate upon (a) receipt of Unsuccessful Offeror notification or (b) in the event of a Successful Offeror notification, this agreement will terminate upon occupancy of the government tenant.

By signing below, you acknowledge you have read and understand this form. You are giving your voluntary, informed consent to this dual agency. If you do not agree to the brokerage firm acting as dual agent, you are not required to consent to this agreement.

Owner's Signature
Date

 Notice and consent of dual agency to potential offers for Solicitation # _____
Potential Offerors Option:

By signing this Dual Agency Disclosure Statement you acknowledge:

_____ Brokerage Firm will act as a Dual Agent under this transaction.

I, _____, owner of the property located
at _____ choose not to participate in this transaction due to the dual
agency.

I, _____, owner of the property located at
_____ choose to participate in this transaction regardless of the dual
agency.

Owner's Signature
Date

Government's Signature
Date

Broker's Signature
Date

EXHIBIT 8C**Individual Conflict of Interest and Non Disclosure Statement**

(This form shall be completed by all parties in the contractor's firm (including subcontractor personnel) who are provided access to information or documents related to this task order.)

Contractor _____

Contract Number _____

Task Order Number _____

A. Conflict of Interest

I have read the Conflict of Interest Clause in Section H.3 of the above referenced contract and understand and agree to abide with the restrictions regarding an actual or potential conflict of interest.

B. Nondisclosure of Procurement Sensitive Information

I understand that information and documents related to the work to be performed for the above referenced task order contain source selection information related to the conduct of a Federal agency procurement, the disclosure of which is restricted by Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423). The unauthorized disclosure of such information may subject both the discloser and recipient of the information to contractual, civil, and/or criminal penalties as provided by law.

Information regarding a task order is strictly prohibited and shall not be revealed to any source except to the extent authorized by the Real Property Leasing Officer.

C. Nondisclosure of Information Submitted by Offerors in response to a Solicitation for Officers (SFO).

I understand that disclosure of proprietary information submitted by an Offeror in response to an SFO is strictly prohibited. It shall not be disclosed to any source either during or after performance on the task order. Disclosure of such information could result in a penalty of fine, jail time, or termination of this contract for breach.

Name (typed) & Signature
Title

Date

EXHIBIT 9

CSI Master-Format

Sixteen Categories of Construction

01	Total General Requirement	09	Total Finishes
02	Total Site Construction	10	Total Specialties
03	Total Concrete	11	Total Equipment
04	Total Masonry	12	Total Furnishings
05	Total Metals	13	Total Special Construction
06	Total Wood & Plastics	14	Total Conveying Systems
07	Total Thermal & Moisture Protection	15	Total Mechanical
08	Total Doors & Windows	16	Total Electrical

CSI Master-Format Level 3

09	Finishes
09110	Non-Load Bearing Wall Framing
09130	Acoustical Suspension
09205	Furring & Lathing
09210	Gypsum Plaster
09220	Portland Cement Plaster
09250	Gypsum Board
09260	Gypsum Board Systems
09270	Drywall Accessories
09280	Gypsum Wallboard Repairs
09310	Ceramic Tile – Floor & Wall
09330	Quarry Tile
09370	Metal Tile
09420	Precast Terrazzo
09450	Cast-in-Place Terrazzo
09510	Acoustical Ceilings

EXHIBIT 10**STANDARD FORM (SF) 2, U.S. GOVERNMENT LEASE FOR REAL
PROPERTY****U.S. GOVERNMENT LEASE FOR REAL PROPERTY**

DATE OF LEASE	LEASE NO.
---------------	-----------

THIS LEASE, made and entered into this date by and between

whose address is

and whose interest in the property hereinafter described is that of

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agrees as follows:

1. The lessor hereby leases to the Government the following described premises:

to be used for

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

through , subject to termination
and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$

at the rate of \$ per in arrears.
Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

4. The Government may terminate this lease at any time by giving at least days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computer commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

provided notice be given in writing to the Lessor at least days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

EXHIBIT 10

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

7. The following are attached and made a part hereof:
The General Provisions and Instructions

8. The following changes were made in this lease prior to its execution:

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER
IN PRESENCE OF	
SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER
UNITED STATES OF AMERICA	
SIGNATURE	NAME OF SIGNER
	OFFICIAL TITLE OF SIGNER

STANDARD FORM 2 (REV. 6/2003) BACK

EXHIBIT 11

**DEPARTMENT OF THE TREASURY
SMALL, HUBZone SMALL, SMALL DISADVANTAGED, WOMEN-OWNED SMALL,
VETERAN-OWNED SMALL BUSINESS, & SERVICE DISABLED VETERAN OWNED
SMALL BUSINESS CONCERNS SUBCONTRACTING PLAN OUTLINE**

The following outline meets the minimum requirements of Public Law 95-507 and the Federal Acquisition Regulation (FAR) Subparts 19.7. It is intended to be a guideline. It is not intended to replace any existing corporate plan which is more extensive. If assistance is needed to locate small business sources, contact the Director, Office of Small Business Programs (202) 622-0530 or the bureau Small Business Specialist, Jodie Paustian, (202) 283-1199. Please note that the Department of the Treasury has subcontracting goals of 41% for small business, 3% for HUBZone small business, 5% for small disadvantaged business, 5% for women-owned small business, and 3% for Service Disabled Veteran-Owned small business concerns for fiscal year 2005. For this procurement, the Department of the Treasury expects all proposed subcontracting plans to contain the following goals, at a minimum, for small business 41%, for HUBZone small business concerns 3%, for small disadvantaged business concerns 5%, for women-owned small business concerns 5%, and for Service Disabled Veteran-Owned small business concerns 3%. Although there is no statutory goal for Veteran-Owned small business (VOSB) concerns, a VOSB goal must be proposed in accordance with FAR 19.7 and should represent the offeror's effort to provide the maximum practicable subcontracting opportunities for VOSBs. These percentages shall be expressed as percentages of the total available subcontracting dollars.

Identification Data:

Company Name: _____

Address: _____

Date Prepared: _____ Solicitation Number: TIRNO-05-R00021

Item/Service: _____

Place of Performance: _____

1. TYPE OF PLAN: (Check only one).

_____ INDIVIDUAL PLAN: In this type of plan all elements are developed specifically for this contract and are applicable for the full term of this contract.

_____ MASTER PLAN: In this type of plan, goals are developed for this contract; all other elements are standard. The master plan must be approved every three (3) years. Once incorporated into a contract with specific goals, it is valid for the life of the contract.

_____ COMMERCIAL PLAN: This type of plan is used when the contractor sells products and services customarily used for non-government purposes. Plan/goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts. The plan is effective only during year approved. The contractor must provide a copy of the initial agency approval, AND MUST SUBMIT AN ANNUAL SF 295 TO TREASURY WITH A BREAKOUT OF SUBCONTRACTING PRORATED FOR TREASURY (WITH A BUREAU BREAKDOWN, IF POSSIBLE).

EXHIBIT 11**2. GOALS:**

FAR 19.704(a)(1) requires separate dollar and percentage goals for using small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business, veteran-owned small business, and service disabled veteran-owned small business concerns as subcontractors for the base year and each option year. (Please note that the goals for HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service disabled veteran-owned small business concerns are sub-sets of the small business goal).

A. Estimated dollar value of all **planned subcontracting**, i.e., to all types of business concerns under this contract is:

FY 06	FY07	FY08	FY09	FY10
<u>BASE Period</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION**</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

B. Estimated dollar value* and percentage of planned subcontracting to **small business concerns** is:

(*This figure includes the amount in C., D., E., F., and G. below.)

FY06	FY07	FY08	FY09	FY10
<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION**</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____ %	_____ %	_____ %	_____ %	_____ %

C. Estimated dollar value and percentage of planned subcontracting to **HUBZone small business concerns** is:

FY06	FY07	FY08	FY09	FY10
<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION**</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____ %	_____ %	_____ %	_____ %	_____ %

D. Estimated dollar value and percentage of planned subcontracting to **small disadvantaged business concerns** is:

FY06	FY07	FY08	FY09	FY10
<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION**</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____ %	_____ %	_____ %	_____ %	_____ %

E. Estimated dollar value and percentage of planned subcontracting to **small women-owned business concerns** is:

FY06	FY07	FY08	FY09	FY10
<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION**</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____ %	_____ %	_____ %	_____ %	_____ %

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F. Estimated dollar value and percentage of planned subcontracting to **veteran-owned small business** concerns is:

FY06	FY07	FY08	FY09	FY10
BASE	1ST OPTION	2ND OPTION	3RD OPTION	4TH OPTION**
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____ %	_____ %	_____ %	_____ %	_____ %

G. Estimated dollar value and percentage of planned subcontracting to **service disabled veteran-owned small business** concerns is:

FY06	FY07	FY08	FY09	FY10
BASE	1ST OPTION	2ND OPTION	3RD OPTION	4TH OPTION**
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____ %	_____ %	_____ %	_____ %	_____ %

**IF ANY CONTRACT HAS MORE THAN FOUR OPTIONS, PLEASE ATTACH ADDITIONAL SHEETS SHOWING DOLLAR AMOUNTS AND PERCENTAGES.

H. Supplies and/or services to be subcontracted under this contract, business size (i.e., SB, HUBZone, SDB, WOB, VOSB, SDVOSB, and LB), and the estimated dollar expenditure, are: (Check all that apply).

SUPPLY/ SERVICE	COMPANY NAME (IF KNOWN)	BUSINESS SIZE (SB, HUBZone, SDB, WOB, VOSB, SDVOSB, LB)	DOLLAR AMOUNT
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Attach additional sheets if necessary.)

I. Explain the **methods used to develop the subcontracting goals** for small, HUBZone small business, small disadvantaged, women-owned small business, veteran-owned small business, and service disabled veteran-owned small business concerns. Explain how the product and service areas to be subcontracted were established, how the areas to be subcontracted to small, HUBZone small business, small disadvantaged, women-owned small, veteran-owned small business, and service disabled veteran-owned small businesses were determined, and how the capabilities of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned and service disabled veteran-owned small businesses were determined. Identify all source lists used in the determination process.

J. **Indirect and overhead costs** _____ HAVE BEEN
 _____ HAVE NOT BEEN
 included in the dollar and percentage subcontracting goals stated above.
 (Check one.)

EXHIBIT 11

- K. If indirect and overhead costs HAVE BEEN included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small, HUBZone small, small disadvantaged, women-owned small, veteran-owned, and service disabled veteran-owned small business concerns.

EXHIBIT 11

3. PLAN ADMINISTRATOR:

FAR 19.704(a)(7) requires information about the company employee who will administer the subcontracting program. Please provide the name, title, address, phone number, position within the corporate structure and the duties of that employee.

Name :

Title:

Address:

Telephone:

Fax:

E:mail Address:

Position:

Duties: Does the individual named above perform the following? (If NO is checked, please indicate who in the company performs those duties, or indicate why the duties are not performed in your company).

- A. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to small, HUBZone small, small disadvantaged, women-owned small, veteran-owned, and service disabled veteran-owned small business concerns.
_____ YES _____ NO
- B. Developing and maintaining bidders' lists of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns from all possible sources.
_____ YES _____ NO
- C. Ensuring periodic rotation of potential subcontractors on bidders' lists.
_____ YES _____ NO
- D. Assuring that small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small businesses are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.
_____ YES _____ NO
- E. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small businesses.
_____ YES _____ NO
- F. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business participation.
_____ YES _____ NO

EXHIBIT 11

EXHIBIT 11**4. EQUITABLE OPPORTUNITY**

FAR 19.704(a)(8) requires a description of the efforts your company will make to ensure that small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns will have an equitable opportunity to compete for subcontracts. (Check all that apply.)

A. Outreach efforts to obtain sources:

- ☐ Contacting minority and small business trade associations
- ☐ Contacting business development organizations
- ☐ Attending small and minority business procurement conferences and trade fairs
- ☐ Finding sources from the Small Business Administration's Procurement Network (ProNet)

B. Internal efforts to guide and encourage purchasing personnel:

- ☐ Presenting workshops, seminars and training programs
- ☐ Establishing, maintaining and using small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business source lists, guides and other data for soliciting subcontracts
- ☐ Monitoring activities to evaluate compliance with the subcontracting plan

C. Additional efforts: (Please describe.)

5. CLAUSE INCLUSION AND FLOW DOWN

FAR 19.704(a)(9) requires that your company include FAR 52.219-8, "Utilization of Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. Your company must require all subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) to adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan."

Your company agrees that the clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals for small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns must be determined on a case-by-case basis depending on the supplies and services involved, the availability of potential small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business subcontractors and prior experience. Once the plans are negotiated, approved, and implemented, the plans must be monitored through the submission of periodic reports, including Standard Form (SF) 294 and SF 295 reports.

EXHIBIT 11

- C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether HUBZone small business concerns were solicited, and if not, why not; (3) whether small disadvantaged business concerns were solicited, and if not, why not; (4) whether women-owned small business concerns were solicited, and if not, why not; (5) whether veteran-owned small business concerns were solicited, and if not, why not; (6) whether service disabled veteran-owned small businesses were solicited, and if not, why not; and (7) reasons for the failure of solicited small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns to receive the subcontract award.
- _____ YES _____ NO
- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conference and trade fairs.
- _____ YES _____ NO
- E. Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate compliance.
- _____ YES _____ NO
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size and ownership status (HUBZone, SDB, WOB, VOSB, SDVOSB, etc.) of each subcontractor. (This item is not required for company or division-wide commercial plans.)
- _____ YES _____ NO
- G. Other records to support your compliance with the subcontracting plan: (Please describe)
- _____
- _____
- _____
- _____

8. TIMELY PAYMENTS TO SUBCONTRACTORS

FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, veteran-owned small business concerns, and service disabled veteran-owned small business concerns.

Your company has established and uses such procedures:

YES	NO
-----	----

EXHIBIT 11**9. DESCRIPTION OF GOOD FAITH EFFORT**

Maximum practicable utilization of small, HUBZone small, small disadvantaged women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d)(4)(F) directs that liquidated damages shall be paid by the contractor. In order to demonstrate your compliance with a good faith effort to achieve the small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business subcontracting goals, **outline the steps your company plans to take.** These steps will be negotiated with the contracting officer prior to approval of the plan.

10. SIGNATURES REQUIRED

This subcontracting plan was SUBMITTED by:

Signature:
Typed Name:
Title:
Date:

This subcontracting plan was REVIEWED by:

Signature:
Typed Name:
Title: Contracting Officer
Date:

This subcontracting plan was REVIEWED by:

Signature:
Typed Name:
Title: Small Business Specialist
Date:

This subcontracting plan was REVIEWED by:

Signature:
Typed Name:
Title: Small Business Administration Representative
Date:

EXHIBIT 11

This subcontracting plan was APPROVED by:

Signature:

Typed Name:

Title: Director, Office of Small Business Programs (or designee)

Date:

This subcontracting plan was ACCEPTED by:

Signature:

Typed Name:

Title: Contracting Officer

Date:

EXHIBIT 12

PROPOSAL TO LEASE SPACE				IN RESPONSE TO SOLICITATION NUMBER →				DATED	
--------------------------------	--	--	--	---	--	--	--	-------	--

SECTION I - DESCRIPTION OF PREMISES									
1a. BUILDING NAME				2. NUMBER OF FLOORS		3. TOTAL RENTABLE SPACE			
1b. BUILDING ADDRESS						a. GENERAL PURPOSE		b. WAREHOUSE	
						sq. ft.		sq. ft.	
1c. CITY		1d. STATE		4. LIVE FLOOR LOAD		5. MEASUREMENT METHOD		6. TYPE CONSTRUCTION	
1e. 9-DIGIT ZIP CODE		1f. CONGR. DISTRICT							
				lbs./sq. ft.				sq. ft.	

SECTION II - SPACE OFFERED AND RATES							
TYPE OF SPACE	FLOOR Full(F)/Partial(P)	RENTABLE SQUARE FEET (a)	COMMON AREA FACTOR*	INITIAL TERM		RENEWAL OPTION	
				SQ. FT. RATE PER YEAR (b)	AMOUNT (a) x (b)	SQ. FT. RATE PER YEAR (c)	AMOUNT (a) x (c)
8. GENERAL PURPOSE							
TOTAL							
9. WAREHOUSE							
10. TOTAL		(a)		(b)		(c)	
11. COMPOSITE SQUARE FOOT RATE PER ANNUM				(10b divided by 10a)		(10c divided by 10a)	

*The Common Area Factor, to be determined by the offeror, is the percentage of the rentable space not available for exclusive use by tenant.

12.	a. Initial term rate includes: (1) \$_____ / sq. ft. for operating cost base rate and (2) \$_____ / sq. ft. for base year taxes.
	b. Offeror's estimated total buildout cost to prepare the space for Government occupancy \$_____ and estimated amortization rate for buildout _____%.
13.	a. Number of parking spaces for the entire building, which are under the control of the offeror
	b. Number of parking spaces to be furnished for use by Government employees
	c. If the parking spaces shown in item 13b above are provided because of local law or regulation requirements, and no charge for parking is intended Mark here → <input type="checkbox"/>
	d. If there is to be a charge for Government employees' parking, show the amount that will be charged for each parking space.

SECTION III - LEASE TERMS				
14. INITIAL LEASE		15. RENEWAL OPTIONS		16. Offer GOOD until AWARD.
a. NO. OF YEARS	b. YEARS FIRM	a. YEARS EACH	b. NO. OF OPTIONS	
17. NUMBER OF DAYS NOTICE REQUIRED FOR GOVERNMENT TO TERMINATE LEASE		18. NUMBER OF DAYS NOTICE REQUIRED TO EXERCISE RENEWAL OPTION		
				19. Space will be altered in accordance with specifications and delivered within _____ days of award.

EXHIBIT 12

20. LIST OF ATTACHMENTS SUBMITTED WITH THIS OFFER (See solicitation requirements)

21. ALTERNATES - ADDITIONAL REMARKS OR CONDITIONS WITH RESPECT TO THIS OFFER

SECTION IV - OWNER IDENTIFICATION AND CERTIFICATION			
22. RECORDED OWNER (Name and address including ZIP code)		23. OWNER OPERATES AS A(N) INDIVIDUAL PARTNERSHIP CORPORATION (Specify State):	
24. OFFEROR (Name and address including ZIP code)		25. OFFEROR'S INTEREST IN PROPERTY OWNER AGENT OTHER (Specify):	
26. The Offeror agrees upon acceptance of this proposal by the herein specified date, to lease to the United States of America, the premises described, upon the terms and conditions as specified herein, in full compliance with and acceptance of the aforementioned Solicitation, with attachments.		a. Addendum No.	b. Date Received
27. OFFEROR	a. TYPED NAME AND TITLE		b. TELEPHONE NUMBER (Include area code)
	c. SIGNATURE		d. DATE SIGNED

EXHIBIT 13**CLIENT AUTHORIZATION LETTER (Optional)**

Dear "Client":

We are currently responding to the Internal Revenue Service's solicitation, TIRNO-05-00021, for the procurement of comprehensive real estate services. The Government is placing increased emphasis in their procurements on past performance as a source selection factor. They are requiring that clients of entities responding to their solicitations be identified and their participation in the evaluation process be requested. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries.

We have identified Mr./Mrs. _____ of your organization as the point of contact(s) based on their knowledge concerning our work for your firm.

Your cooperation is appreciated. Any questions may be directed to: _____.

Sincerely,

XXXXXX.

**EXHIBIT 14
SAMPLE LEASE PROJECT
(FOR PRICE EVALUATION PURPOSES ONLY)**

I. PROJECT IDENTIFICATION

PROJECT TITLE: **PRICING SCENARIO FOR THE COMPREHENSIVE
REAL ESTATE SERVICES CONTRACT**

Location: **Ogden, UT**

Project Task Number: **N/A**

Construction Cost:

II. BACKGROUND

The IRS desires to construct a mailroom (approximately 7,800 sq. ft.), office space (approximately 13,400 sq. ft.) and restrooms located within the existing warehouse space (approximately 34,200 sq. ft.).

The construction completion date for the proposed new mailroom, office space, and restrooms shall be no later than October 31, 2006.

The mailroom, in terms of Biohazard control, shall be designed with slab-to-slab walls and a self contained HVAC system providing a slight negative pressure.

III. OBJECTIVES

The objectives of this Task Order are as follows:

- A. *The vendor shall conduct a site survey to obtain design information to***
accomplish the task as described herein.
- B.** The vendor shall attend on board design review meetings at intervals described herein.
- C.** The vendor shall provide an initial budget construction cost for the required scope.
- D.** The vendor shall conduct an acoustical study as follows:

New rooms within and between the new office space shall meet IRS' acoustical criteria for enclosed office space, NC 35 - 30 dB.

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(FOR PRICE EVALUATION PURPOSES ONLY)**

A sound study shall be conducted to evaluate the existing (worst case/worst cases) background 'noise' in the existing warehouse space. The new wall construction for the 'common' wall(s) between the new office space and the existing warehouse space shall be designed to the IRS design criteria for a room separation meeting a Sound Transmission Class (STC) of at least 40 - 45.

- Final solutions for the design/construction of this new common wall (at all sides common with the existing warehouse space) may exceed the IRS design criteria to accommodate the worst case(s) found at the existing warehouse.
- Make design recommendations and develop a construction cost estimate for these 'common wall' assemblies.
- Recommendations, which may exceed those required to meet the IRS criteria for noise transmission from the existing warehouse space to the new office space should also be considered and submitted for discussion.
- Final results (for the interior office space) shall reduce the existing (worst case/worst cases) background 'noise' from transmitting (at all sides common with the existing warehouse space) into the new office space.

IV. DEFINITIONS

For the purpose of this Task Order the following definitions shall apply:

- A. The Division refers to all Real Estate and Facilities Management Division components in Headquarters and in the Field.
- B. The acronym PM shall be defined as the Local Facilities Project Manager.
- C. The acronym IRS-PM shall be defined as IRS National Office – Project Manager.
- D. The acronym COTR shall be defined as Contracting Officer's Technical Representative.
- E. The acronym GSA shall be defined as the General Services Administration
- F. The Project Team shall be defined as the group comprised of representatives from all IRS groups, GSA, outside contractors, consultants, partners and vendors involved in the successful outcome of the Project.

V. SCOPE OF WORK

The following Scope of Work includes but is not limited to, the work required to fulfill the objectives of this project described in SECTION III. It may be necessary to deviate from the governing criteria where conditions dictate a better solution. **Any deviation from the governing criteria contained herein shall be determined during interviews and in conjunction and concurrence with the Contracting Officer (CO) and the COTR.**

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SAMPLE LEASE PROJECT
(FOR PRICE EVALUATION PURPOSES ONLY)**

DESIGN SERVICES

The vendor shall gain access to the facility and meet with the IRS

facility management personnel for conducting a site survey, to obtain design information for the proposed mailroom, new office space, and restrooms and adjacent warehouse area affected by the renovation.

A. Site Survey

The vendor shall conduct site investigations during the design and construction document phases of work to verify existing conditions and interview key IRS and building personnel who are knowledgeable about existing conditions. The Government will make available to the vendor required space drawings/documents to be used as a design guide or for general information. It shall be the responsibility of the vendor to determine, by walk-thru of the site, the reliability and accuracy of the drawings that are selected for reference. When accurate drawings are available, the vendor shall verify the information on the drawings. When such information is not available, a more exhaustive investigation of the building systems shall be required. The vendor shall ensure familiarity with the existing conditions and IRS program requirements that affect the proper and accurate preparation of the documents.

Documentation of each site investigation/interview/meeting is required. Minutes of the event shall be provided to the COTR within five (5) days of the event. Evidence of site investigation, familiarity with existing conditions and accurate representation of existing conditions affecting the work shall be reflected in the first submittal documents.

B. Budget Construction Estimate & Design Concepts

Prior to producing the construction documents the vendor shall prepare a budget cost estimate for the cost of construction, based on drawings provided at award of contract. The estimate shall be subdivided into mailroom, office space with restrooms and adjacent warehouse area. The vendor shall also provide a design concept drawing depicting the design of the proposed mailroom, office and adjacent warehouse space.

A narrative defining the design assumptions and facility systems used as the basis for the estimate shall be provided.

C. Acoustical Study and report

The following includes, but is not limited to, the work required to fulfill the acoustical objectives of this task order as necessary for each area of the services requested. Typically

EXHIBIT 14
SAMPLE LEASE PROJECT
(FOR PRICE EVALUATION PURPOSES ONLY)

in a standard development project, it may be necessary to deviate from the criteria where existing conditions dictate a better solution.

This acoustic study and evaluation shall be performed under the direct supervision of an Acoustic Consultant who is a full member of the Acoustic Society of America, and has been actively engaged in the field of building acoustic consultation, and shall:

1. Perform noise sampling using a sound meter which complies with existing IEC standards and the new IEC/CDV 61672-1 standard (Class 1) in at least two locations adjacent to each of the (3) three 'proposed' common walls.
2. When the field work is complete and the recommendations are in draft form, the consultant shall conduct a conference call with the IRS' P.M. to discuss the findings and the spectrum of noise control recommendations along with some estimates of the cost of implementing the recommendations. A written report shall document the field findings, a new wall design sketch, and indicate a construction cost estimate as indicated in # 5 below.
3. All equipment necessary for performing this study must be provided by the contractor. All equipment must have a calibration certificate, dated within one year of the study and where appropriate traceable to the National Institute for Standards and Technology. In addition to the annual calibration, each instrument used will be field calibrated in accordance with the manufacturer's instructions.
4. This Acoustical Study shall be submitted with the budget construction estimate so final design decisions can be completed prior to the first submission of construction documents.

Conduct a survey and submit a report which accomplishes the following:

1. Evaluate the noise production of the existing warehouse space, including all fork lift and machine/carpentry shop operations (coordinate your inspection time with the IRS so these operations are functioning)
2. The vendor (Acoustical engineer) shall coordinate all back ground noise with IRS personnel
3. Evaluate the ability of the existing construction to mitigate the noise from the warehouse space to the office space at each of the common walls
4. Recommend new construction methods that will significantly reduce the noise transmission from the existing warehouse space to the adjacent 'new' offices
5. A design 'sketch' and construction cost estimate shall be discussed and submitted once all background calculations are known. This 'difference in cost' shall indicate walls which are typically designed to separate these types of functions.
 - a. a construction cost estimate shall be compared to a 'normal' slab to slab - metal stud - 5/8" (ea. Side) gypsum board - fire rated - wall assembly
6. Submit all findings, recommendations and calculations for design considerations (no more then two wall design options) and discussion with the IRS.

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SAMPLE LEASE PROJECT
(FOR PRICE EVALUATION PURPOSES ONLY)

D . Construction Documents

The vendor shall develop construction documents for the required installation. In addition to the Government furnished drawings, the vendor shall use approved programming, approved survey meeting notes as a guide for design. The drawings and plans shall be detailed to set forth the requirements for construction of the entire project. **Drawings/specifications/documents along with the cost estimates shall be issued for Government review at least 3-days prior to the on-board review meetings at stages noted in Schedule of Submissions, Section X.**

Architectural Construction Documents:

Architectural Construction Document services relate to the preparation of the architectural working drawings with two-dimensional graphic presentations such as plans, elevations, sections, and details, plus notes and schedules, illustrating the design, location, size and dimensions of the project and of the parts thereof for the purpose of construction. The documents shall also include the preparation of specifications, which are written requirements complementing the working drawings to amplify and further describe materials, systems, methods of construction, performance, and quality to be obtained and tested, to verify performance of all the components of the project. Architectural drawings are coordinated with and referenced to the other working drawings.

- a. Construction documents shall be prepared which indicate the layout and details for construction of the interior architecture as well as layouts and schedules defining the location of finish materials, coordinate with specifications. The construction documents shall include the following drawings:
 - Partition layouts including partition types and details
 - Door and door frame schedules and details
 - Hardware details and schedules
 - Elevations and sections
 - Reflected ceiling plans
 - Custom millwork plans, if applicable, sections and details
 - Finish schedules
 - Specifications
 - Construction cost estimate

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- b. The construction documents shall include written descriptions of contract conditions, materials, systems, methods of construction, workmanship and quality to be obtained and tested to verify performance of all the components of the project. These components, along with the working drawings, constitute the legal documents upon which the contracts for construction shall be based.

- c. Existing warehouse space: The vendor shall develop plans and elevations of the existing storage rack system throughout the warehouse space (approximately 13,000 SF of space). These 'storage rack's consist of four or five high 'shelves' (field verify each 'storage rack') which are used to store both paper, boxes of paper and general office type material/supplies.
 - 1. These plans will be used by a Sub-contractor so construction shop drawings can be developed to provide a fire suppression system throughout each of the 'storage racks' and throughout the warehouse space which is adjacent to both the new office and mail room spaces.
 - 2. Plans and elevations of the existing racks shall be developed 'to scale' and fully dimensioned for use as indicated above and as indicated in Section VI, D, 3)
 - 3. The vendor shall indicate on the plans that the Government (IRS) will remove all existing stored materials so the new fire sprinkler system can be installed.
 - 4. The vendor shall indicate on the plans the type of existing material the racks are constructed of, and if needed/required how these storage racks are secured to the slab and or building structure.
 - 5. The vendor shall indicate on the plans the existing height from the top of the floor slab to the underside of the roof deck.
 - 6. The vendor shall indicate on the plans the existing building materials, floor slab through roofing material which may be needed to design/build a new fire sprinkler system for this space.
 - 7. The vendor shall indicate on the plans the location of the existing sprinkler system and indicate all existing pipe sizes, mains risers, etc. as needed to help the sub-contractor develop both a design and construction cost estimate. This new fire sprinkler system shall be designed and constructed to bring this space up to Ogden, Utah fire code(s) and/or NFPA standards.
 - 8. The vendor shall investigate all conditions of the existing 'racks' to verify the size, height, and number of shelves of each 'rack' shown on these plans and elevations.

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9. Column lines and dimensions between columns shall be indicated so construction estimates and shop drawings and 'as-built' documents can be developed by the sub contractor.
10. Specifications and a construction cost estimate shall also be part of these Construction Documents/Task Order for a new fire sprinkler system throughout the warehouse and, throughout the existing 'racks' as indicated above.

2. Electrical Construction Documents:

Electrical Construction Documents services relate to the preparation of detailed engineering and load calculations, specifications and drawings for the required new spaces. The electrical system shall include but not be limited to developing a power distribution and lighting design. In addition the electrical services shall include all required security enhancements and all required fire protection additions. Electrical working drawings services shall include plans, sections, details, schedules, diagrams and notes as necessary to construct the electrical work, and careful coordination with mechanical, structural, civil and architectural drawings for proper location of electrical equipment and appurtenances. They shall also include the preparation of specifications, which are written requirements complementing the working drawings of the electrical system. Documents to be in accordance with and used for the issuance of a Building Permit in accordance with local requirements.

3. Mechanical Construction Documents:

Mechanical Construction Documents services relate to the preparation of detailed engineering calculations, specifications and drawings for providing plumbing work, building fire protection and Heating, Ventilating & Air Conditioning (HVAC) systems.

The HVAC designs shall be as follows:

a) Mailroom: Separate HVAC system providing slightly negative pressure and in compliance with the latest revision of ASHRAE 62 "Ventilation for Acceptable Indoor Air Quality" for outdoor air requirements and other applicable standard requirements. Outdoor air intake and exhaust placement shall conform to guidance in CDC/NIOSH document "Guidance for Protecting Building Environment from Airborne Chemical, Biological, or Radiological Attacks". Merv Filter selection and installation shall be based on guidance in CDC/NIOSH document "Filtration and Air-Cleaning Systems to Protect Building Environments".

b) Office Space: Renovate existing system to accommodate the new heating and cooling loads. Air distribution shall match space layout and outdoor air requirements to meet ASHRAE 62.

c) Adjacent Warehouse Area: Revise existing HVAC system to accommodate area due to the renovation. Provide rack storage design

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performance requirements per NFPA.

d) Provide heat load calculations with the 65% submission for the mailroom, office and warehouse areas. Heat load calculation shall be performed utilizing Trace Load 700 or equal.

These services shall be based upon and coordinated with the approved architectural design and engineering analysis in order to establish the size, shape, dimensions and capacity of the various elements involved. Mechanical working drawings services shall include plans, sections, details, schedules, diagrams and notes as necessary to construct the mechanical work, and careful coordination with the structural, civil, electrical and architectural drawings to ensure proper clearances and location for all ductwork, piping, support and equipment as necessary. They shall also include the preparation of specifications, which are written requirements complementing the working drawings to amplify and further describe materials, systems, methods of construction, performance, and quality to be obtained and tested, to verify performance of all the components of the project. The documents are to be in accordance with and used for the issuance of a Building Permit in accordance with local requirements.

4. Detailed Construction Cost Estimate:

Construction Cost Estimates services relate to development of each submittal of a construction cost estimate. The estimate may include alternative adjustments for the project and which is normally based on estimates of the quantity and cost of all materials, labor, tools, equipment and services needed for the work. To this total direct cost is added an estimate of the contractor's overhead, estimates of the cost to comply with the General and Supplementary Conditions, a reasonable contingency, and an allowance for the contractor's profit. The detailed construction cost estimate serves as a check on the budget and provides valuable information for bid review, approval of progress payments and evaluation of future contract modifications. Cost Estimates based on "Lump Sum" or "Square Foot" estimates will not be accepted. Other than the Budget Construction Estimate, the Construction cost estimates shall be delivered and included per the established schedule for the Government review at the 65% and 100% submittals. An estimate shall be included with every submission.

5. Vendor availability during construction services

The vendor's final design will be coordinated with IRS. The building landlord will be responsible for the procurement of construction services for this IRS project. The vendor shall be readily available to solve and rectify and contractual design concerns that may arise during the pre-bidding phase of

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the project. The vendor shall be responsible for answering all pre-bid questions in writing. The vendor shall also be responsible for answering all design deficiency change orders in writing.

PHASE 2 – RELOCATION SERVICES

The objectives of this phase of the project are to:

1. Develop a Master Relocation Plan (MRP). The MRP shall be a compilation of the individual schedules and project plans of all parties involved in the project. The purpose of the MRP is to provide a working document from which the implementation of the project shall be managed and shall include detailed information relative to the following subjects:
 - a. Project objectives and assumptions.
 - b. Project team organization and responsibilities.
 - c. Activity and task identification with assigned responsibilities.
 - d. Precedence analysis.
 - e. Logistics planning.
2. Assist the IRS in planning for relocating existing and new furniture, fixtures, and equipment (FF&E) based upon the Interior Space Design Documents; assist the IRS in monitoring deliveries and installation; and assist the IRS in the development of a punchlist (a punch list shall be developed and addressed after each phase or floor upon move-in) and damage assessment for the installed FF&E.
3. Develop a procurement identification and tracking system for all non-construction items. This system would include all internal and external procurement activities and will provide the IRS with purchase orders and all receiving reports.
4. Assist the IRS in the development of the tracking of expenditures against, and the periodic reporting of the project budget.
5. Develop an itemized cost estimate for the relocation of existing furniture and equipment from other sites, primarily 550 Water Street and SunTrust Buildings, to the new building. Develop a system (tag) to help identify FF&E which will be relocated. With some exceptions, a majority of the systems and conventional furniture will be new. The high-density storage system and Break Room furniture will be new.
6. Plan and coordinate the physical relocation of the employees from 550 Water Street and SunTrust Buildings to the new building.
7. Assist the IRS in documenting existing furniture to be excessed as a result of the move.

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VI. RELATED TASK ORDERS

The vendor, in the execution of this Task Order, shall coordinate with the work concurrently being completed under active tasks in connection with the project. These related tasks may include, but are not limited to: interior design and space planning, construction documents, and contracts managed by GSA.

In addition, the vendor, in developing the Master Relocation Plan, shall, develop a complete understanding of, integrate and coordinate with, any known internal IRS plans for such project elements as information systems (IS); telecommunications systems; facilities management; and space planning. The vendor shall integrate the facility construction milestones or other significant dates into the Master Relocation Plan.

VII. SCOPE OF WORK- Phase 2

The following includes, but is not limited to, the work required to fulfill the objectives of this phase as necessary for each area of the services requested. Typically, in a standard development project, it may be necessary to deviate from the criteria where existing conditions dictate a better solution. Any deviation from the criteria contained herein shall be determined during the Kickoff meeting or the site investigation(s) and approved by the COTR prior to proceeding with any work.

The vendor shall provide the services required to develop and implement the relocation of the affected employees for the IRS Real Estate and Facilities Management Division. Included services are as follows: to plan and implement the relocation of approximately 85 IRS personnel by December 1, 2006.

The following is a review of the project requirements:

Progress meetings shall be held as follows:

The vendor shall conduct bi-weekly progress meetings with IRS Project Team, except that weekly meetings shall be held from four weeks prior to the start of the move. These meetings may be telephonic or, upon IRS direction, face to face. These meetings shall be held up to, through and approximately one month following the move. These meetings shall serve as the forum for monitoring and assessing the completion of assigned activities.

Meeting minutes shall be issued by the vendor within five (5) business days of the meeting date to all attendees and shall serve as the agenda for the subsequent progress meeting. Meeting minutes shall, at a minimum, identify attendees, discussion items, action items with responsible parties, and due dates. Meeting minutes shall be considered final if comments are not received within five (5) business days from date of issuance. Documents shall contain a statement to this effect.

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The vendor shall also assist the IRS as the agency documents what furniture will be excessed as a result of the move. The IRS will identify what furniture will be retained and what furniture will be excessed. The vendor will assist in examining the items on site and preparing a spreadsheet listing the items to be excessed. It is anticipated that this will require the assistance of two move coordinators for two weeks.

I – Mobilization and Programming

A. Mobilization

The vendor shall prepare for the project by assembling and reviewing available IRS Headquarters Office reference materials associated with the IRS organization. The vendor shall assemble and review pertinent IRS and GSA regulations and guidelines concerning, furniture, fixtures, equipment procurement, workstation standards, and relocation planning.

B. Kickoff Meeting

In order to understand the objectives and goals of the IRS in connection with this task order, the vendor shall conduct a Kickoff Meeting with the project team, senior management and major project stakeholders. This meeting will be held at the 550 Water Street Building and will:

1. Establish the collaborative vision of the project team and establish a direction for the development of the task.
2. Identify all IRS and vendor team members and their project roles.
3. Issue a project directory to include company affiliation, titles, telephone numbers, fax numbers, cellular telephone numbers and electronic mail addresses.
4. Identify special consultant requirements, if any, the process for selection, and consultants for consideration.
5. Review project procedures to include project goals, risks, parameters, and review processes.
6. Establish communication channels, documentation formats and approval process.
7. Review the Project Schedule and establish key milestone dates, lead times and sequencing requirements to complete the project.
8. Document any initiatives that may affect the project which are under consideration or in force by the IRS at this time.
9. Provide material noted in **Section XIV “Standard Services”** of this document.
10. Identify outstanding data requirements.

Minutes of this meeting, as well as for any follow-on meetings held for the purpose of preparation and mobilization, shall be provided and distributed by the vendor.

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C.

1. **Data Collection.** Through a series of meetings, tours, and data gathering sessions, the vendor shall document current functions, operational conditions and requirements that are projected to exist.
 - a. Tour the existing and new facilities – 550 Water Street Building and SunTrust Building.
 - b. Meet with IRS representatives to identify organizations involved and their key personnel; to review the programming effort, organizational data and space plans; and to discuss the objectives and limitations of the project. The program of requirements and the space planning have been completed.
 - c. Information systems requirements have been programmed by the IRS MITS staff. The vendor shall coordinate with the work of the MITS staff.
 - d. Inventory and list existing furniture to be excessed.

II - Move and Relocation Services

*PART A - RELOCATION SERVICES***A. MASTER RELOCATION PLAN**

The vendor shall assemble information, document, and publish the Master Relocation Plan which shall be updated bi-weekly and shall address the following issues:

1. **Executive Summary.** The Executive Summary shall be limited preferably to one page, but in no case shall it be more than two pages. It shall provide a concise overview of the entire relocation process and shall include major milestone dates and project responsibilities.
2. **Project Organization, Objectives and Assumptions.**
 - a. **Project Team Organization, Responsibilities, and Authorities.** Identify the internal and external organizational structures required to effectively complete the project; identify the Project Team; establish responsibility and authority for implementation of the work.
 - b. **Project Objectives and Assumptions.** Identify the goals and priorities of the project; identify the integrated effect on the

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organizations involved in the project; define all scheduling parameters.

- c. **Terms, Abbreviations & Acronyms** define terms and acronyms used in the Master Relocation Plan.

3. ***Project Schedule***

- a. **Critical Path Schedule.** Document the project schedule in a bar chart format including design sequences, construction process sequences, furniture and equipment procurement and installation sequences, information systems procurement and installation sequences, third party system installation (i.e., security), and projected move dates.

Action Item Reports (AIR). Develop master activities list(s) that identify all tasks or activities required to complete the project: Listing shall include: activity or task description, duration, start and stop dates, resource assignment, status, and other fields that may be of use to the Project Team. The AIR shall be developed in Microsoft Project 98 or 2000 software and shall clearly show the relationships of the tasks to each other and the interdisciplinary dependencies.

The AIR shall be a consolidation of a General Action Item Report, an IS/Telecom AIR, and individual Branch Action Item Reports. The General Action Item Report and the IS/Telecom AIR may be combined at the discretion of the Project Team and with the approval of the COTR. The Branch Action Item Reports shall include logistics planning at a micro-level that addresses the operational continuity of the branch required during the move. This would include, but not be limited to: systems & conventional furniture; furnishings, file systems; support equipment (photocopiers, vending machines, mail equipment, etc.), computer support equipment, special space equipment (loading dock, health/first aid facility, etc.); telephone systems; temporary computer system requirements; re-cabling; transfer of personnel and computer workstations. The consolidated AIR shall be updated weekly and shall be the source of the specified management reports.

Items to be considered in the development of the AIR include, but are not limited to, the following:

- Interim and Final move dates.
- Building Construction Schedule.
- Substantial Completion and Final Completion dates.
- Punch list operations schedule.

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- Security system installation schedule.
- IRS FMB personnel training schedule.
- Move Coordination activities schedule.
- Furniture delivery & installation schedule.
- Identify FF&E that will not be moved to the new site.
- IRS critical elements - Early move schedule.
- MITS installation schedule.
- IRS pre-move equipment (copiers, security, etc.) installation & special construction schedule.
- Graphics and signage procurement & installation schedule.
- Fixtures & Equipment installation schedule.
- FF&E clean-up period.
- Move Sequence scheduling.
- Post-move clean-up schedule.
- Post-move activities.
- Furniture excessing

Migration Analysis. Develop a migration plan and diagram to indicate flow of IRS staff from the existing location to the new site. Identify organizations, buildings, floors, areas on floors (if required), swing spaces, durations and dates of move. In addition to the diagram provide a written description of the move sequence.

Resource Allocation Planning. Identification and scheduling of IRS resources required to accomplish the relocation. The plan shall address: resource requirements, resource availability; labor budget; overtime; technical support requirements and budget; equipment; materials and supplies; physical facilities; computer software; and other support services. The resource allocation plan shall be the basis for the preparation of a final budget and schedule for IRS activities.

FF&E Management

- i. The vendor shall review and provide suggestions for the following scopes of work (SOW) prepared by the IRS FMB staff; (1) The refurbishing and re-installation of systems furniture, and (2) Move contract. The vendor shall also assist the IRS with coordination of vendors and contractors, observe the initial installation of FF&E, develop punch lists, and shall assist the IRS in the close-out of FF&E contracts.
- ii. **Furniture.** The vendor shall assist the IRS in tracking furniture from the current site to the new site, and provide the IRS with status reports, observe the initial

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installation of the furniture; prepare punch lists following completion of the installations, and assist the IRS with project close-out.

- iii. **Equipment.** The vendor shall assist the IRS with vendor and contractor coordination to assure that the work of these groups will be completed on-schedule. The vendor shall coordinate partial space substantial completion dates required for the installation of ITS and Telecommunications equipment with the IRS and the Contractor.
- iv. **Installation Observation.** The vendor shall provide on-site field observation services for the installation of the FF&E. The schedule and final requirements for these services shall be determined by the vendor and the IRS following the issuance of orders to vendors and contractors.

Once installation has begun, the vendor shall, once a week, report in writing to the IRS, on the progress and quality of the work, as well as any deficiencies found. When installation is substantially complete, the vendor shall provide an itemized punch list. Upon completion of the work and punch list items, the vendor shall verify in writing that the furniture has been installed in accordance with the approved installation drawings.

- v. **Contract Close-out.** Following the completion of all installations, the vendor shall assist the IRS with the administrative close-out of vendor and contractor contracts. The vendor shall assist the IRS with order verification, problem resolution, evaluation of change orders, and the collection of warranties, maintenance requirements and recommendations for final acceptance and payment. It is anticipated that these services will extend up to four weeks after the final move.

- h. **IS & Telecommunications Issues and Relocation Plan.** The IRS MITS National Office staff has its own process for planning and tracking the relocation and installation of MITS equipment. The process for this project has begun and regular weekly meetings are being held. Coordinate closely with the MITS team and incorporate their schedule and AIR into the Critical Path Schedule and Migration Analysis.

Coordinate MITS related items including, but not limited to:

- 1. ASPECT Remotes
- 2. Extended LANS

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3. Infrastructure/Cabling
 4. PBX Nodes
 5. Tie-ins to other facilities
- i. **Branch Move Coordinators Plan.** Detail how communications shall occur between the Project Team and the personnel to be relocated; provide a list of Branch Move Coordinators and a proposed meeting schedule.
- j. **Vendor and Contractor Coordination.** The vendor shall conduct vendor/contractor (FF&E, IS, Telecom, Special Equipment, etc.) briefings to ensure that the vendors and contractors understand their contract requirements, their individual project schedules, the overall project schedule, their interdependencies and requirements for coordination with other vendors and contractors involved in the relocation process. The vendor shall provide a schedule for these briefings.
- k. **On-Site Direction & Coordination**
 - i. **Move & Transportation Activities.** Describe the logistics required for the complete planning, coordination and supervision of the physical move.
 - ii. **Elevator Scheduling.** Develop and implement a procedure for scheduling exclusive use of the elevator for vendors delivering furniture and equipment to the Charles E. Bennett Federal Office Building. This shall be coordinated with the general contractor's work. The Elevator Schedule shall be updated as necessary and issued to the Project Team as a separate deliverable.
 - iii. **On-site supervision.** For the estimated nineteen days of actual move-in, the contractor shall have two full time on-site personnel at the Charles E. Bennett Federal Office Building as well as an additional employee at 550 Water Street Building, SunTrust Building, and Southpoint Parkway Center.
- l. **Post-move problem resolution system** describes the procedure to be put in place to resolve employees' move-related problems. Atlanta Facilities has an established "welcome packet" that will be provided to the vendor. Suggest modifications as necessary to provide IRS employees with all necessary information.
- m. **FF&E acquisition, tracking and installation;** document the proposed system and procedures for tracking & installation coordination for, but not limited to, the following:
 - Copiers

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- Filing systems
- Systems Furniture
- Office Furniture
- Casual Furniture
- Refurbished furniture
- Miscellaneous Equipment

The proposed furniture tracking system shall be implemented and reports shall be issued bi-weekly.

C. MOVE MANAGEMENT

The vendor shall coordinate all aspects of the physical move of existing FF&E, and new equipment, and personnel, from their existing location to their final destination.

1. Progress Meetings

The vendor will conduct bi-weekly progress meetings, or conference calls, when applicable, during the pre-move planning, physical move and post-move problem resolution phases.

- a. The vendor will distribute a meeting agenda at least two days prior to each meeting and meeting minutes within five business days after each meeting.
- b. Management Reports. The vendor shall produce bi-weekly management reports from the combined AIR's for the Project Teams use in monitoring the status of tasks reported in the Action Item Reports. Management Reports shall be distributed before each regularly scheduled progress meeting with the meeting agenda. Management Reports may include, but are not limited to, a Past Due Task Report, Tasks Due for Completion, and Tasks Assigned to Specific Resource.

2. Pre-Move Preparations

The vendor shall work directly with the FMB PM and the local IRS Branch Move Coordinators to complete the pre-move preparations. The vendor shall be responsible for the coordination of task assignments, follow-up and instruction of personnel. The vendor services shall include, but not be limited to, the following:

- Move sequencing, final plan development.
- Schedule coordination, implement tagging procedures.
- Identify special moving requirements.
- Leased equipment coordination.
- Transportation coordination.
- Elevator scheduling.

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- “Spotter” planning & moving day assignments.
 - Damage recording procedures.
 - Identification of FF&E, which is described as not moving to the new building.
- a. The vendor shall meet, by telephone or face-to-face if directed, regularly (not less often than bi-weekly) with the FMB and the local IRS Branch Coordinators and others to monitor the performance of tasks as set out in the branch level Project Schedule and update and distribute the schedule as specified.
 - b. The vendor shall coordinate and hold meetings (conference calls, when applicable) with third-party vendors. This would include the moving contractor, to discuss and organize logistics, confirm scopes of work and arrange access for deliveries to all sites. The vendor and the moving contractor shall jointly develop a flow pattern diagram, pull sequence, move phasing plan, and generally coordinate physical move logistics. Methods for moving non-standard areas such as file rooms shall be developed.
 - c. The vendor shall coordinate the pre-move strategy, move sequence and phasing plan for the coordination of the computer system equipment relocation.
 - d. The vendor shall hold move orientation meetings for employees and develop and distribute orientation packages that include facility maps, operational procedures, facility amenities, local amenities, and any other information determined to be desirable by the team. A sample of an existing welcome packet will be provided to the vendor for use in developing this requirement.
 - e. The vendor shall advise the Branch Move Coordinators in the use of the tagging system and shall assist the Branch Move Coordinators in auditing employee compliance and tagging of excess FF&E, which is not moving to the new building.

3. On-Site Move Management

The IRS’ FMB shall assist the vendor to supervise and direct aspects of the physical move activities. The vendor shall be on-site at the new location during the entire duration of the move which is estimated to be 6 weekends of two days each.

4. Post-Move Problem Resolution

The vendor shall implement the post-move problem resolution procedures established in the Master Relocation Plan. After each move the vendor shall hold a Move Out briefing meeting, by conference call if possible, to discuss the resolution of outstanding issues. Following the completion of the final move, the vendor shall continue to provide full time field representative(s) to work directly with the Project Team for a period of three (3) days to coordinate the

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completion of building FF&E, IS, telecommunications, and special equipment punch lists. The vendor shall also assist the Branch Move Coordinators in the review and coordination of damage reports and follow-up final furniture installations.

E. Project Management:

- a. The Internal Revenue Service (IRS) shall be represented by the assigned IRS Project Manager as follows:

Mr. John Doe
 Mechanical Engineer
 A/E Section, 20th floor
 1601 Smith Street
 Anytown, Pa. 19103
 Email: John.Doe@IRS.gov
 Phone: 555-555-1212
 Fax: 555-555-8414

The IRS Project Manager shall be main point of contact for the vendor for technical issues.

F. Correspondences, Minutes, Phone Conversations Submittals:

- a. All correspondences, minutes of meetings, phone conversations, logs of site visits and responses to review comments shall be forwarded to the IRS COTR as follows:

- (1) IRS COTR
 Mr. Joe Doe
 Real Estate Planning and Management Division
 Crystal Plaza – 6, 10th Floor
 2221 South Jones Street
 Anytown, Virginia 22202
 A:RE:AE
 Email:joe.doe@IRS.gov
 Phone: 555-555-9402
 Fax: 555-555-9350

VIII. DOCUMENTATION

- A. Copies: The vendor shall provide and distribute all deliverables, unless specifically mentioned in the text, to the following:
1. One CD-ROM copy to the Contracting Officer's Technical Representative (COTR) in Washington DC (CP6)
 2. 3 copies to the Project Manager (Delivery to Philadelphia)

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3. 3 copies (Delivery to Brookhaven)
4. 1 copy (Baltimore MD)
5. For every submission, a Transmittal Letter shall be sent to the Contracting Officer, which indicates the items being transmitted.

Note: With the exception of the COTR, FedEx hard copy drawings to locations and quantities as indicated above for each submission. The COTR shall be provided with a CD. For Final Turnover, provide both CD's and hard copy drawings as indicated above. See Section C, Final Turnover Electronic Document for CD format.

Documentation Format:

The development of the required documentation as required by Section VI; Scope of Work shall be submitted at interim stages of development for Government review as noted above. These submittal stages shall conform to X. Schedule of Submissions & the following requirements:

1. Submittals shall be typed 8" x 11" bond where applicable or will be 11" x 17" or 30" x 42" as required. All deliverables shall be in 3 ring binders or attached in a bound folder.

Drawings:

1. Drawings shall be plotted bond paper size 30" x 42" or size 24" x 36" and shall contain the standard IRS title block in the lower right hand corner.
2. Drafting techniques employed in the preparation of the drawings shall reflect professionally trained and experienced quality. Only experienced and qualified personnel shall be employed in the preparation of drawings. Drawings shall be drafted using Computer Aided Drafting (CAD) techniques.
3. The drawings shall contain one vicinity map, showing the location of the site, and one location map showing the location of the project building on the site.
4. All blocks of the title block shall be filled by the vendor. All sheets shall be numbered by discipline.
5. The drawings prepared by the vendor shall be completely and fully detailed and accurately dimensioned; with all elevations of interior areas shown; with all work completely noted; legends shall be provided for all symbols, materials and abbreviations used on the drawings. Details, sections, elevations, and plans shall be identified and cross referenced.
6. On the Final Turnover submittal the vendor shall affix his professional seal to each of the original drawings. All drawings shall be stamped by professional engineers and architects **who are licensed in the jurisdiction where the construction will be performed.**

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Specifications:

- a. Specifications shall be typed single space, single sided, laser quality on 8-1/2" x 11" bond paper.
- b. Interim specification submittals up to and including the 65% submittal may consist of a "marked-up guide specification, with typed supplemental specification as required by the project work. The vendor is cautioned that a poor "marked-up" technique which results in illegible specifications will require re-submission. Specifications submitted after the 65% stage shall be typed on bond paper, single-spaced, one side only.
- c. Specifications shall be produced according to the Construction Specification Institute (CSI) division format. Each page shall be numbered and dated. A Table of Contents shall be required.
- d. Master specifications to be used are the American Institute of Architects (AIA) MasterSpec specifications. These may be purchased from the AIA.
- e. Except where a single product of only one manufacturer is required to replace or tie into an existing system, sole source specifications are not permitted. The vendor may specify a single product to establish quality and performance control, but must include an "or equal" provision to ensure competitive bidding. To insure comprehensive specifications the vendor shall not rely on the identification of one manufacturer's product to establish the required characteristics, but shall specify the quality and performance as required by the example specified.
- e. The vendor shall exercise continuous review procedures to ensure that specifications prepared are applicable to the required work; are free of ambiguous generalities; and are clearly and concisely written to satisfy the requirements of the intended work.
- g. Specifications submitted with the Final Turnover Submittal shall be in electronic format.

C. Final Turnover Electronic Documentation:

1. All Task Order Close Out documentation shall be provided to the COTR on computer CD-ROM (IBM compatible) and shall consist of two separate deliverables: a Contract Copy and a Working Copy. The intent and format of each copy is as follows:

2. Contract Copy

The Contract Copy will serve as the record copy of each deliverable and shall be in Portable Document Format (PDF) for all written documentation and Drawing Web Format (DWF) for all drawing documentation. The PDF format shall be accessible through the Adobe Acrobat Reader, which shall be included on the CD-ROM. The

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DWF format shall be viewable through the AutoCAD Whip Plug-In, which shall be included on the CD-ROM. The indexed PDF documents shall be fully searchable. The PDF and DWF documents shall be printable and shall reflect the delivered hardcopy. The Contract Copy will be further subdivided into sections that will match the deliverable phases of the project as specified in the Scope of Work (i.e. 65%, 100%, Final).

3. Working Copy

The Working Copy will consist of manipulable files used as the basis for the creation of the hardcopy deliverable. The Working Copy files shall be delivered in the following software packages:

Word Processing:	MS Word 2000
Spreadsheet:	MS Excel 2000
Scheduling:	MS Project 2002
CADD:	AutoCAD 2004
Presentation:	MS PowerPoint 2000
Database	MS Access 2000

All other file types shall be delivered in the native application's file format. The Working Copy shall include the final deliverables submitted under this Task Order. Each deliverable shall be in individual directories associated with that submittal, (i.e. 65% submittals shall be in a directory called 65% with sub-directories for each site, if required, all files associated with the 65% submission, including the cover of the document, shall be included). The electronic documents shall be exact duplicates of the hard copy submissions. The electronic documents shall not consist of several individual files that need to be cut and paste to create the document. However, CAD drawings may be separate files. In this case, the A/E shall provide a note in the appropriate part of the document that identifies the drawing file to be referenced.

Each CAD drawing file shall include all symbol libraries, title blocks, etc. associated with that drawing so that the individual drawing file may be copied to a diskette and viewed or edited on any computer with AutoCAD version 2004.

IX. CRITERIA GOVERNING SCOPE OF WORK

Services to be performed by the vendor under this task order shall conform to all applicable requirements and criteria indicated in the following handbooks and publications and the latest issues and changes thereto.

General Services Administration Facilities Standards for Public Buildings Service, PBS-P100

General Services Administration Metric Design Guide, PBS-PQ-260

Internal Revenue Service Facilities Design Standards

Internal Revenue Service Universal Wiring Handbook

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Comprehensive Standards Compilation 1998 Edition, 1999 Addendum

National Fire Protection Association Codes and handbooks

Occupational Safety and Health Standards

Environmental Protection Agency Regulations

ASHRAE Handbooks and ASHRAE Standards

Federal Information Processing Standards Publication FIPS-Pub-94

American National Standards Institute (ANSI) Publications

Uniform Building Code for Seismic Design

Uniform Federal Accessibility Standards

All applicable Federal, State and local codes and regulations

The above is a standard listing of handbooks and publications. Utilize only those sections that are applicable to develop and complete the Scope of Work. Where conflicts occur, the more stringent requirement shall take precedence.

X. GOVERNMENT REVIEW PROCEDURES

The Government will review all submittals and accept, accept conditionally, or reject the submissions in accordance with the timetable shown in the Schedule of Submissions. Upon completion of the Government review, the document with the Government's comments will be returned to the vendor for:

- A. On board reviews for each submittal review stage (TBD).
- B. Within five (5) calendar days of receipt of all review comments, a written notice of action taken on comments, specifically "agree" or "disagree" shall be forwarded to the Contracting Officer and COTR.
- C. Explanations shall accompany comments that either are disagreed with or are requesting additional information/explanations.
- D. Review comments interpreted by the vendor as being beyond the scope of work shall be identified as such and submitted to the Contracting Officer and COTR for evaluation before incorporating it into the contract documents.
- E. All review comments shall be incorporated into the work prior to the next submittal.

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- F. Review comments of minor importance may be relayed to the vendor by telephone. Such comments shall be effected as if written and shall be recorded by the vendor with a memo forwarded to the Contracting Officer and COTR.

XI. SCHEDULE OF SUBMISSIONS

The vendor shall make the submission of presentations and written reports and documentation as required by Section VI, Scope of Work, to the COTR within the following schedule. The vendor shall submit a task order schedule with their cost proposal for review and approval by the IRS.

PHASE 1 – DESIGN SERVICES - DELIVERABLES

Deliverable	Duration	From Notice To Proceed
Project Schedule	1 day	Week 1
Site Visit	2 days	Week 1
Budget Construction Estimate , Design Concepts and Acoustical Study	1 week	Week 2
On-board Government Review	1 week	Week 3
<i>Design Services</i>		
Construction Documents (65%)	4 Weeks	Week 7
On-board Government Review	1 week	Week 8
Construction Documents (100%)	2 Weeks	Week 10
On-board Government Review	1 week	Week 11
Construction Documents Final Turnover	1 Week	Week 12

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PHASE 2 – RELOCATION SERVICES - DELIVERABLES

Deliverable	Duration	From Design Notice to Proceed
Mobilization and Programming		
*Kickoff Meeting (*Onboard)	3 Days	With-in 10 days of NTP
Move and Relocation Services		
***Bi-Weekly Meetings & Management Reports	-----	On-going
Part B: Relocation Services		
<i>Master Relocation Plan and Schedule</i>		
**Master Relocation Plan Draft 75%	2 Week	2 weeks from NTP
**Master Relocation Plan Final 100%	1 Week	3 weeks from NTP
***Master Relocation Plan Bi-Weekly Updates	-----	On-going
<i>Budget & Cost Estimate Analysis</i>		
**Budget Draft 50%	4 week	4 weeks from NTP
**Budget Final 100%	2 week	6 weeks from NTP
***Budget Monthly Updates	1 Day	On-going
<i>Project Monitoring</i>		
Site Visit & General Coordination	-----	On-going
Progress Meetings	-----	On-going
(Allocation Per Month \$)		
Management Reports	-----	On-going
(Allocation Per Month \$)		
<i>Move Management</i>		
Pre-Move Preparation	8 week	8 weeks from NTP
On-Site Move Management	1 week	10 weeks from NTP
(Allocation Per Month \$)		
Post-Move Problem Resolution	1 week	11 weeks from NTP
(Allocation Per Month \$)		

* Onboard = meet at the FOB in St. Paul, MN

** Government review = send documents to IRS for review

*** Conference call = A/E shall conduct a conference call to discuss...

The Government shall accept submittals, accept them conditionally, or reject them and require revisions prior to re-submittal. The re-submittal time allowed to the vendor by the Contracting Officer shall be commensurate with the extent of revisions required. The Contracting Officer may accept submittals on the condition that the contract performance instructions concerning the submittal are complied within the subsequent submission. A letter explaining how each of the instructions for the previous submittal was resolved shall accompany each submittal after the first submittal. Completion time may be extended in the

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(FOR PRICE EVALUATION PURPOSES ONLY)

event performance is delayed due to causes beyond the control and without the fault or negligence of the vendor as determined by the Contracting Officer.

XII. FEE AND SCHEDULE OF PAYMENT

- a. The Government will pay the vendor a fixed fee of \$_____, which will constitute full compensation for professional services rendered. Payment will be based on completion of the submittals described by Paragraph X. Schedule of Submissions including any reimbursable cost incurred. Before receiving final payment, the vendor shall provide the Contracting Officer with a Release of claims against the Government.

PHASE 1 – DESIGN SERVICES – SCHEDULE OF PAYMENTS

Deliverables	FEE
Project Schedule	\$
Site visit	\$
Budget Construction Estimate, Design Concepts, and Acoustical Study	\$
On-board Government Review	\$
Design Services	
Construction Documents (65%) & cost estimate	\$
On-board Government Review	\$
Construction Documents (100%) & cost estimate	\$
On-board Government Review	\$
Construction Documents Final Turnover & cost estimate	\$
TOTAL	\$

(End of Page)

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PHASE 2 – RELOCATION SERVICES – SCHEDULE OF PAYMENTS

Submission	Fixed Fee
Mobilization and Programming	
Kick-off Meeting	\$
Move and Relocation Services	
Bi-Weekly Meetings & Management Reports.	\$
Master Relocation Plan Draft 75%	\$
Master Relocation Plan Final 100%	\$
Master Relocation Plan Monthly Updates (Allocation Per Month \$)	\$
Budget & Cost Estimate Analysis	
Budget Draft 50%	\$
Budget Final 100%	\$
Budget Monthly Updates (Allocation Per Month \$)	\$
Project Monitoring	
Site Visit & General Coordination	\$
Progress Meetings (Allocation Per Month \$)	\$
Management Reports (Allocation Per Month \$)	\$
Move Management	
Pre-Move Preparation	\$
On-Site Move Management (Allocation Per Month \$)	\$
Post- Move Problem Resolution (Allocation Per Month \$)	\$
Total	\$

XIII. TRAVEL AND PER DIEM

- A. The Government will be responsible for reimbursement of travel costs only when the Contracting Officer has authorized travel. All authorized travel by the Contracting Officer will be paid for on a reimbursable basis.
- b. Costs for lodging, meals, and incidental expenses incurred by contractor personnel on company business are allowable subject to FAR 31.205-46, Travel Costs. These costs will be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations.
- c. Travel cost of the vendor personnel relating to the accomplishment of work under this task order will be reimbursed by a baseline travel fund to be a separate part of the negotiated fee. The baseline travel amount will be stated in the record of negotiations and may not be exceeded except by modification of this task order. Receipts for

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significant travel cost such as airfare, lodging, and ground transportation shall be submitted with the request for reimbursement to the COTR. No labor cost or profit may be charged against the travel-funding amount. The Government will be responsible for reimbursement of travel costs only when the contracting officer has authorized such travel. The Government will retain any unused balance of the travel funding at the end of the period of this task order.

- D. All travel (air, land or sea), including per diem, required in connection with the professional services to be under this contract shall be reimbursed at direct cost to the vendor and shall be in addition to the fee for compensation for services required by paragraph X I, Fee and Schedule of Payment.

XIV. KEY PERSONNEL

The vendor shall employ the following key personnel to perform the services required under this contract. No substitution will be made without the advance written approval of the Contracting Officer, after review of the proposed replacement's experience and qualifications record submitted by the vendor with explanation of the necessity for the change.

JOB TITLE	FIRM/NAME
Project Manager	
Sr. Architect	
Sr. Mechanical Engineer	
Sr. Electrical Engineer	
Relocation Specialist	

XV. STANDARD SERVICES

- A. The vendor shall:
1. Furnish written reports of the vendor work as outlined in section, X, Schedule of Submissions.
 2. Prepay shipping charges on all charts, models, sketches, drawings, manuscripts, documents submitted to the Contracting Officer, COTR and Government Reviewers.
 3. Attend and participate in all working conferences with the Contracting Officer, COTR, IRS Project Manager and Government representatives. The vendor shall provide meeting minutes for all meetings that the vendor attends. The vendor shall provide meeting minutes to the IRS project manager within 7 calendar days of the meeting's occurrence. The vendor shall email the draft meeting minutes to the IRS project manager. The IRS project manager will

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SAMPLE LEASE PROJECT
(FOR PRICE EVALUATION PURPOSES ONLY)

review and provide comments to the COTR within 2 workdays. After 2 workdays, if no comments are received then the meeting minutes will be considered final. The vendor shall revise the meeting minutes, if required, and forward an email copy of the final meeting minutes to the IRS Project Manager and the COTR.

4. Obtain appropriate Public Buildings Service Handbooks, specification data, reference data, building plans, if required.
5. Utilize available material, data, information, etc., to complete the Scope of Services under this contract. In the event required information is not available, the vendor shall obtain missing information, or develop and qualify assumptions regarding all material, data, information, etc., required, but not available or furnished by the Government.

B. The Government will:

1. Review all material submitted.
2. Furnish current IRS documentation, data, existing specifications from a previous warehouse project and drawings. As-built CADD drawings are not available.
3. Confer with and advise the vendor on appropriate contact sources in federal and local government agencies, local services, etc., and assist the vendor in arranging meetings with designated officials.
4. Advise the Contracting Officer and the vendor of all meetings, presentations, etc., which the vendor is scheduled to attend.
5. Provide a briefing on any current IRS planning initiatives pertaining to this Task Order.
6. Appoint a point of contact as Project manager for all aspects of the task.
7. Identify all key decision making personnel and points of contact for the Government representatives upon Notice to Proceed.
8. Provide electronic files of base plans for all effected space under consideration.

XVI. STANDARD SERVICE LIMITATIONS

The vendor is advised that the vendor Contract expressly prohibits the vendor from developing solution-specific software (ADP) applications. The services required by the Task Order are therefore limited to the development of narrative and graphic working models that can be later converted to automated format as may be directed by the IRS.

XVII. RELEASE OF INFORMATION

The vendor will not disseminate any information concerning the specific project without prior approval of the CO and COTR.

EXHIBIT 16
TOTAL ESTIMATED WORKLOAD ONLY – CONTRACTOR IS NOT GUARANTEED TO RECEIVE
ALL LEASE PROJECTS ON THIS LISTING

STATE	BUILDING CITY	BUILDING RENTABLE SF	LEASE EXPIRATION DATE
FL	ST PETERSBURG	30,426	11/20/2006
NC	GREENSBORO	21,152	11/30/2006
TX	WICHITA FALLS	3,950	11/30/2006
CA	SALINAS	9,347	11/30/2006
KY	LOUISVILLE	17,408	12/6/2006
KY	LOUISVILLE	17,408	12/6/2006
OH	ZANESVILLE	1,795	12/6/2006
PA	KING OF PRUSSIA	24,064	12/14/2006
MD	FORESTVILLE	6,383	12/19/2006
IL	SCHAUMBURG	26,416	12/31/2006
IL	MORTON GROVE	35,576	12/31/2006
NE	NORFOLK	6,909	12/31/2006
KS	TOPEKA	7,476	12/31/2006
WA	TACOMA	48,195	12/31/2006
PA	JENKINTOWN	13,570	12/31/2006
MD	LANDOVER	28,800	1/3/2007
FL	ORMOND BEACH	7,997	1/17/2007
OH	THE PLAINS	2,195	1/27/2007
CA	SAN BERNARDINO	54,661	1/28/2007
MI	TRAVERSE CITY	7,457	1/31/2007
IL	OLYMPIA FIELDS	14,672	1/31/2007
UT	OGDEN	25,551	1/31/2007
NY	GARDEN CITY	5,000	1/31/2007
NJ	EDISON	34,553	2/8/2007
NJ	SPRINGFIELD	72,157	2/16/2007
OH	LORAIN	11,150	2/16/2007
TN	MEMPHIS	101,525	2/28/2007
MD	OXON HILL	123,728	3/9/2007
TX	HOUSTON	10,734	3/31/2007
CA	EL MONTE	74,406	4/23/2007
CA	EL MONTE	74,406	4/23/2007

EXHIBIT 16
TOTAL ESTIMATED WORKLOAD ONLY – CONTRACTOR IS NOT GUARANTEED TO RECEIVE
ALL LEASE PROJECTS ON THIS LISTING

TX	EL PASO	12,455	4/25/2007
NY	WESTBURY	26,310	4/26/2007
PR	PONCE, PONCE	1,948	4/30/2007
IN	EVANSVILLE	8,847	4/30/2007
PA	PHILADELPHIA	61,329	4/30/2007
CA	SAN RAFAEL	10,111	5/7/2007
TX	BROWNSVILLE	9,238	5/29/2007
MD	LANDOVER	18,043	5/31/2007
MO	JOPLIN	4,732	5/31/2007
ME	PRESQUE ISLE	1,155	5/31/2007
NY	NEW YORK-RICHMOND	2,806	6/29/2007
IL	VERNON HILLS	10,120	6/30/2007
CA	LOS ANGELES	19,244	6/30/2007
VA	FALLS CHURCH	106,909	7/31/2007
GA	SMYRNA	58,036	7/31/2007
TX	BEAUMONT	10,960	7/31/2007
PA	DU BOIS	1,918	7/31/2007
OH	LIMA	22,500	7/31/2007
CA	NORTH HIGHLANDS	91,586	8/17/2007
NC	WILMINGTON	9,798	8/31/2007
TX	HOUSTON	23,048	8/31/2007
CA	UKIAH	2,806	8/31/2007
AZ	PHOENIX	13,698	8/31/2007
AZ	PHOENIX	128,845	9/17/2007
AZ	TEMPE	17,997	9/19/2007
FL	WEST PALM BEACH	23,076	9/28/2007
TX	MCALLEN	25,740	9/29/2007
MN	HIBBING	2,999	9/30/2007
MI	JACKSON	2,854	10/15/2007
NC	CHARLOTTE	8,709	10/31/2007
CT	NEW HAVEN	2,192	10/31/2007
CA	FRESNO	51,600	11/6/2007
IA	SIOUX CITY	5,254	11/29/2007

EXHIBIT 16
TOTAL ESTIMATED WORKLOAD ONLY – CONTRACTOR IS NOT GUARANTEED TO RECEIVE
ALL LEASE PROJECTS ON THIS LISTING

CO	DENVER	192,139	11/29/2007
CO	DENVER	192,139	11/29/2007
MO	KANSAS CITY	29,747	11/30/2007
WA	EVERETT	9,882	11/30/2007
DC	WASHINGTON	41,742	12/4/2007
KS	LENEXA	55,104	12/11/2007
FL	PENSACOLA	40,229	12/14/2007
MS	HATTIESBURG	3,940	12/16/2007
NJ	NEWARK	101,073	12/29/2007
MI	GRAND RAPIDS	50,443	12/31/2007
PA	READING	27,718	12/31/2007
CO	COLORADO SPGS	12,225	1/7/2008
GA	MACON	11,216	1/8/2008
NY	BUFFALO	28,121	1/17/2008
VA	ROANOKE	27,672	1/31/2008
KS	MISSION	30,352	1/31/2008
VA	RICHMOND	9,925	2/15/2008
WI	OSHKOSH	3,049	2/28/2008
FL	TALLAHASSEE	32,019	2/28/2008
MO	INDEPENDENCE	12,917	2/28/2008
CA	THOUSAND OAKS	6,900	2/29/2008
DC	WASHINGTON	114,599	3/17/2008
CO	LAKEWOOD	30,158	3/24/2008
CO	LAKEWOOD	30,158	3/24/2008
CA	SAN JOSE	145,173	3/31/2008
RI	PROVIDENCE	148,777	3/31/2008
RI	PROVIDENCE	148,777	3/31/2008
AL	HOMEWOOD	7,806	3/31/2008
MD	FREDERICK	3,795	4/8/2008
CA	RANCHO CORDOVA	146,809	4/12/2008
AZ	BULLHEAD CITY	901	4/14/2008
VA	ALEXANDRIA	11,507	4/29/2008
TX	AUSTIN	225,054	4/30/2008

EXHIBIT 16
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ALL LEASE PROJECTS ON THIS LISTING

WY	ROCK SPRINGS	4,182	4/30/2008
PA	PITTSBURGH	74,498	5/18/2008
PA	BRADFORD	908	5/25/2008
AL	DOTHAN	4,118	5/31/2008
MA	STONEHAM	77,608	6/22/2008
DC	WASHINGTON	405,164	6/24/2008
CA	CAMARILLO	24,505	6/30/2008
IN	MUNCIE	7,569	7/31/2008
TX	BRYAN	3,753	7/31/2008
CA	SANTA BARBARA	6,880	8/7/2008
PA	PITTSBURGH	74,498	8/20/2008
NJ	PARSIPPANY	17,509	8/31/2008
KY	LEXINGTON	19,856	8/31/2008
MD	BALTIMORE	86,889	9/1/2008
WY	SHERIDAN	6,010	9/15/2008
MN	FERGUS FALLS	2,250	9/30/2008
FL	MELBOURNE	5,995	9/30/2008
CA	CHICO	4,318	10/18/2008
IN	INDIANAPOLIS	6,000	11/8/2008
IN	INDIANAPOLIS	44,160	11/9/2008
CA	SAN DIEGO	9,452	11/11/2008
KS	OVERLAND PARK	44,851	11/18/2008
MI	EAST LANSING	10,491	11/30/2008
VA	ARLINGTON	117,344	11/30/2008
NE	SCOTTSBLUFF	2,875	11/30/2008
WA	BELLINGHAM	3,600	12/17/2008
MO	CHILLICOTHE	1,162	12/31/2008
IA	WATERLOO	5,586	1/10/2009
TN	NASHVILLE	94,300	1/12/2009
ME	BANGOR	6,158	1/15/2009
ID	BOISE	11,259	1/31/2009
PA	PITTSBURGH	74,498	2/6/2009
PA	PHILADELPHIA	133,558	3/31/2009

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TOTAL ESTIMATED WORKLOAD ONLY – CONTRACTOR IS NOT GUARANTEED TO RECEIVE
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WV	BRIDGEPORT	4,899	4/17/2009
SC	MYRTLE BEACH	4,365	4/30/2009
FL	PLANTATION	135,819	4/30/2009
GA	ATLANTA	59,330	4/30/2009
NY	SYRACUSE	20,589	5/9/2009
NY	ROCHESTER	26,647	5/17/2009
MO	CAPE GIRARDEAU	2,510	5/31/2009
CA	SAN FRANCISCO	164,976	5/31/2009
CA	VISALIA	5,882	6/7/2009
IA	CEDAR RAPIDS	31,733	6/30/2009
GA	DALTON	2,485	7/4/2009
SC	GREENVILLE	9,443	7/20/2009
UT	OGDEN	89,625	7/24/2009
ID	TWIN FALLS	2,587	7/24/2009
GA	DECATUR	23,162	7/31/2009
MD	LANHAM	39,268	8/19/2009
PA	PITTSBURGH	74,498	8/21/2009
GA	ATLANTA	52,923	8/31/2009
IN	EVANSVILLE	43,809	9/30/2009
WI	LA CROSSE	10,937	9/30/2009
FL	PORT SAINT LUCIE	6,568	9/30/2009
GA	GAINESVILLE	3,808	9/30/2009
MO	ST JOSEPH	3,471	9/30/2009
IA	MASON CITY	1,497	9/30/2009
TX	ABILENE	26,475	9/30/2009
NM	CLOVIS	2,131	9/30/2009
OR	PENDLETON	2,485	9/30/2009
NH	KEENE	1,578	9/30/2009
CT	WATERBURY	14,805	9/30/2009
NY	HOLTSVILLE	12,200	9/30/2009
NY	JAMESTOWN	6,069	9/30/2009
PA	ALTOONA	2,626	9/30/2009
PA	ERIE	5,305	9/30/2009

EXHIBIT 16
TOTAL ESTIMATED WORKLOAD ONLY – CONTRACTOR IS NOT GUARANTEED TO RECEIVE
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OH	MANSFIELD	4,350	9/30/2009
LA	LAKE CHARLES	4,164	9/30/2009
TN	CHATTANOOGA	16,892	10/31/2009
GA	BRUNSWICK	1,781	11/14/2009
NE	OMAHA	20,549	11/30/2009
ID	IDAHO FALLS	9,976	11/30/2009
ID	POCATELLO	780	12/7/2009
PA	WILLIAMSPORT	4,485	12/15/2009
PA	PHILADELPHIA	55,200	12/23/2009
MI	SAULT STE MARIE	4,617	12/31/2009
DC	WASHINGTON	175,698	12/31/2009
GA	DORAVILLE	64,640	12/31/2009
OH	INDEPENDENCE	61,807	1/26/2010
OH	INDEPENDENCE	61,807	1/26/2010
NC	FAYETTEVILLE	18,531	1/31/2010
IN	BLOOMINGTON	2,405	1/31/2010
UT	SALT LAKE CITY	1,035	1/31/2010
UT	OGDEN	65,550	2/8/2010
FL	DEERFIELD BEACH	26,836	2/28/2010
WA	OLYMPIA	8,557	2/28/2010
WA	OLYMPIA	8,557	2/28/2010
KY	HOPKINSVILLE	2,646	2/28/2010
KY	PRESTONSBURG	3,072	4/12/2010
IL	CHICAGO	239,903	4/30/2010
NY	BINGHAMTON	7,565	5/14/2010
NY	BINGHAMTON	7,565	5/14/2010
NY	BINGHAMTON	7,565	5/14/2010
TX	DE SOTO	5,163	5/16/2010
IN	CARMEL	13,274	6/11/2010
NH	NASHUA	8,403	7/9/2010
NY	CHEEKTOWAGA	31,050	7/16/2010
NY	CHEEKTOWAGA	31,050	7/16/2010
WI	MADISON	10,400	7/31/2010

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DC	WASHINGTON	179,250	7/31/2010
PA	WARRENDALE	14,979	7/31/2010
WA	SILVERDALE	2,320	8/6/2010
AL	HUNTSVILLE	13,991	8/9/2010
MO	KANSAS CITY	36,570	9/14/2010
ME	SOUTH PORTLAND	10,852	9/19/2010
IL	DOWNERS GROVE	9,678	9/24/2010
MO	CHESTERFIELD	52,575	9/28/2010
NM	LAS CRUCES	63,080	9/30/2010
CA	EL CENTRO	15,310	10/2/2010
LA	ALEXANDRIA	3,335	10/14/2010
PA	PHILADELPHIA	207,101	10/15/2010
PA	PHILADELPHIA	207,101	10/15/2010
PA	PHILADELPHIA	53,104	10/15/2010
PA	PHILADELPHIA	452,262	10/15/2010
AK	ANCHORAGE	33,743	10/19/2010
AK	ANCHORAGE	33,743	10/19/2010
NY	HOLTSVILLE	52,948	10/31/2010
FL	JACKSONVILLE	109,011	11/2/2010
FL	JACKSONVILLE	109,011	11/2/2010
PR	GUAYNABO, SAN JUAN	179,920	11/5/2010
PR	GUAYNABO, SAN JUAN	179,920	11/5/2010
NE	OMAHA	23,000	11/26/2010
TX	CORPUS CHRISTI	30,801	11/30/2010
CT	NORWALK	27,493	11/30/2010
PA	BETHLEHEM	9,843	12/27/2010
TX	SAN ANTONIO	23,988	12/31/2010

Section K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1. 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006).

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 531210.

(2) The small business size standard is \$1.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) Clause at 52.204-7, Central Contractor Registration, is included in this solicitation and paragraph (c) of this provision applies.

~~(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:~~

~~☐ (i) Paragraph (c) applies.~~

~~☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.~~

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA. (End of provision)

K.2. 52.215-6 PLACE OF PERFORMANCE BUSINESS (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, /___/ intends, /___/ does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information: _____

PLACE OF PERFORMANCE (STREET NAME AND ADDRESS OF OWNER AND ADDRESS, CITY, STATE, COUNTY, ZIP OPERATOR OF THE PLANT OR FACILITY CODE) IF OTHER THAN OFFEROR OR RESPONDENT

(End of provision)

K.3. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract. (End of clause)

K.4. EXEMPTION TO SERVICE CONTRACT ACT FOR TENANT REPRESENTATION COMMERCIAL BROKER SERVICES ONLY

In accordance with 29CFR 4.123, Administrative Limitations Variance, Tolerances, and Exemptions, (e)(2)(i)(F), Real estate services in prime contracts or subcontracts are exempt from the Services Contract Act if they meet certain criteria and the contractor certified in the prime contract or subcontract, as applicable, to the provisions below: Certification by the prime contractor as to its compliance with respect to the prime contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the contracting officer or prime contractor has reason to doubt the validity of the certification, SCA stipulations shall be included in the prime contract or subcontract.

Check each block as applicable:

☐ The services under the prime contract or subcontract are commercial--i.e. they are offered and sold regularly to non-Governmental customers, and are provided by the contractor (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations.

☐ The prime contract or subcontract services are furnished at prices which are, or are based on, established catalog or market prices. An established price is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the contractor or subcontractor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public. An established market price is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or contractor.

☐ Each service employee who will perform services under the Government contract or subcontract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the government contract or subcontract.

☐ The contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract or subcontract as the contractor uses for these employees and for equivalent employees servicing commercial customers.

If the Administrator determines after award of the prime contract that any of the requirements in paragraph (e)(2) for exemption has not been met, the exemption will be deemed inapplicable, and the contract shall become subject to the Service Contract Act. In such case, the corrective procedures in Sec. 4.5(c)(2) shall be followed.

The prime contractor is responsible for compliance with the requirements of the Service Contract Act (SCA) by its subcontractors, including compliance with all of the requirements of this exemption (see Sec. 4.114(b)). If the Department of Labor determines that any of the requirements in paragraph (e)(2) for exemption has not been met with respect to a subcontract, the exemption will be deemed inapplicable, and the prime contractor may be responsible for compliance with the SCA.

K.5 LIMITATIONS ON SUBCONTRACTING

This provision should only be completed by HUB Zone firms proposing as a Prime under this acquisition and is claiming the Price Evaluation Preference.

In support of the performance requirements stated in FAR clause 52.219-14, Limitations on Subcontracting, the following information shall be provided in the space below. If not enough room has been provided below, please submit an attachment to Section K detailing the information required.

At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of (Insert Name of Offeror's Company or Firm)

_____.

Employees of (Insert Name of Offeror's Company or Firm)

_____ will provide the following services in fulfilling the contract requirements. List the services and estimated cost of performance incurred for personnel, and provide brief narrative description.

For supplies (other than procurement from a regular dealer in such supplies) add:

The (Insert Name of Offeror's Company or Firm)

_____ shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

Employees of (Insert Name of Offeror's Company or Firm)

_____ will perform the following work in fulfilling the manufacturing requirements. List the items and estimated cost of manufacturing, not including materials, and provide brief narrative description.

Section L

INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1. TYPE OF CONTRACT

This is not a contract for commercial items as described in FAR Part 12.

The contract will be a no-cost broker services Requirements contract to the Internal Revenue Services for lease acquisition support services. Should the lessor decline to provide Architect/Engineering and relocation services for leased facilities, the selected awardee will be tasked to provide these services at the rates negotiated in Section B. Task orders requirements will be awarded only for those facilities which the contractor has provided the IRS with broker services.

L.2. SERVICE CLASSIFICATION AND SIZE STANDARD

The North American Industry Classification System (NAICS) Code for this procurement is 531210. The Small Business Administration size standard is \$1.5 million.

L.3. PRE-PROPOSAL CONFERENCE

Interested parties are invited to attend a Pre-Proposal Conference to be held in Oxon Hill, Maryland on:

DATE: June 12, 2006

TIME: 1:00 P.M.

LOCATION: Internal Revenue Service
6009 Oxon Hill Road, 1st flr Conference Room
Oxon Hill, MD 20745

The purpose of this conference is to provide a briefing on the Solicitation requirements and allow prospective offerors to ask questions about the requirements. Attendance at this conference is considered vital to the preparation of a competitive and cost effective proposal and to understand the performance results desired by the Government. Failure to attend this conference may not be used as an excuse for omission or miscalculation in proposals. It is again emphasized that it is most advantageous for each offeror to have qualified representation at the conference.

By no later than 4:00 p.m. June 8, 2006, notify the Contracting Officer (CO) via email at **donna.l.andersen@irs.gov**, if you plan to attend the pre-proposal conference or participate in the small business networking opportunity as described below. Provide the name and phone number of the person who will attend and the company name and address. The CO will provide a listing of attendees to the Building Protective Service who provides building security for the conference location. Any attendee not on the list may not be allowed access to the building.

Questions regarding the solicitation shall be submitted to Donna Andersen, Contracting Officer, no later than 3:00 pm on June 8, 2006, in order to ensure that they can be addressed during the conference. Additional questions will be addressed during the pre-proposal conference if they do not require research. Following the June 12, 2006 Pre-proposal Conference, questions and their answers will be issued as an amendment to the solicitation.

Any questions which may arise following the Pre-Proposal Conference must be received no later than 4:00 pm on June 19, 2006 in order to assure they receive a response. Any questions received after this date may not be entertained. Questions should be emailed to **donna.l.andersen@irs.gov.**

L.4. PERIOD FOR ACCEPTANCE OF OFFERS

In reference to block 12 of the SF-33, the offeror agrees to hold the prices in its proposal firm for 120 calendar days from the date specified for the receipt of offers, unless another time period is specified in an addendum to the solicitation.

L.5. SOLICITATION AMENDMENTS "NOTE"

An offeror must acknowledge receipt of all solicitation amendments in block 14 of the SF-33 to be considered for award.

L.6. INSTRUCTIONS FOR SUBMITTING PROPOSALS

General - The instructions below provide guidance for the preparation and submission of proposals. The purpose is to establish requirements for the format and content of proposals, so that proposals are complete and contain all essential information needed for evaluation.

Proposals must be signed, dated, marked with required information, and then submitted in accordance with the instructions in this Section to the address in block 7 of the SF-33, Solicitation, Offer, and Award by the **date and time specified in block 9 of the SF 33.**

NOTE: To ensure proposals are properly handled and stamped with the date and time of receipt in the mailroom, offerors must clearly mark the front of each sealed envelope or package as stated below. If commercial carriers are used the markings must be on the outside envelope.

(1) The offerors name and address must appear in the upper left corner; and

(2) The word **PROPOSAL**, the **SOLICITATION NUMBER: TIRNO-06-R00008**, and the time and date specified for receipt of proposals must appear on the lower left hand corner.

It is recommended packages be number, for example, 1 of 3, 2 of 3, 3 of 3, etc. Each package submitted must be marked as noted above.

L.6.1 HAND CARRIED PROPOSALS

Offerors are advised that hand-carried proposals shall be delivered to the office address specified below prior to the date and time established for receipt of proposals. Hand carried proposals received after the exact time and date specified on the SF-33 shall be considered late proposals and are subject to FAR Provision 52.215-1 in this section. Hand carried proposals must be submitted no later than 4:00 p.m. EST on the date established in block 9 of the SF-33 at the address below:

Internal Revenue Service
6009 Oxon Hill Rd – 5th Flr Mailroom
Oxon Hill MD 20745

Hours of Operation: Monday through Friday from 8:00 a.m. to 4:30 p.m.

L.6.2 DEBRIEFINGS

Requests for preaward or post award debriefings postmarked or otherwise submitted after 4:30 p.m. (EST) will be considered submitted the following business day.

L.6.3 QUESTIONS CONCERNING THE SOLICITATION

All questions shall be directed to the Contracting Officer in writing via email to donna.l.andersen@irs.gov. To ensure all prospective contractors are treated on an equal basis, any significant questions raised and the answers provided will be made available to all potential offerors by written amendment to this solicitation. See paragraph 3 regarding questions to be submitted for the pre-proposal conference and the deadline for submission of questions.

L.6.4 SUBMISSION AND CONTENT OF PROPOSALS

Proposals shall be clearly and concisely prepared in writing and include all information required by the solicitation, with pages numbered and logically assembled. Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected. Telephonic, telegraphic, facsimile, and internet offers will not be accepted as a method for submitting offers.

The RFP does not commit the Government to pay any costs incurred by offerors, successful or unsuccessful, in the submission of any proposal.

As stated in the FAR Provision 52.215-1 in this section, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. This does not preclude the contracting officer from holding discussions if it is determined negotiations are necessary.

Proposals shall be submitted in three (3) severable parts:

1. Volume One - Price Proposal

2. Volume Two - Subcontracting Plans
3. Volume Three – Technical Proposal

Offerors shall submit one original and THREE copies of each proposal volume, prepared in conformance with the solicitation requirements. Your proposal package shall be comprised of three (3) sealed envelopes, one to contain your Technical Proposal, to be marked "TECHNICAL PROPOSAL RFP (TIRNO-06-R00008)". The second to contain your price proposal, to be marked "PRICE PROPOSAL RFP (TIRNO-06-R00008)". The third to contain your subcontracting plans, to be marked "SUBCONTRACTING PLANS RFP (TIRNO-06-R00008)." These three envelopes shall be sealed together in a fourth envelope and/or container.

NOTE:

This is a nationwide solicitation and only one proposal will be accepted from each parent firm.

L.6.5 INFORMATION TO BE INCLUDED IN PRICE PROPOSAL VOLUME

All proposal volumes shall be three-hole punched and securely placed in a standard loose-leaf three-ring loose leaf binder, capable of laying flat when opened, and include the following:

- a. SF 33, Solicitation, Offer and Award (three copies each with an original signature and date– Complete Blocks 12-18. **Any amendments must be acknowledged in block 14 of the SF-33.**
- b. The additional data required for page 1 of the proposal by FAR Provision 52.215-1, Section L, which is not included on the SF-33 shall be attached to the SF-33. If the offeror is proposing as a joint venture or teaming arrangement, the arrangement shall be outlined and the legal entity identified with page 1 information.
- c. Section B – Completed Pricing Schedule to include:
 - i. Completed Price Tables set forth in Section B.2, with the "fully loaded" labor rates for each labor category. The term "fully loaded rate" refers to the hourly labor rate for each labor category including overhead, fringe benefits, general and administrative expenses, and profit.
 - ii. Commission Credit Chart in Section B.2.3, providing the amount of the commission that the broker will forego in the form of rent credit to the lease.
 - iii. Indirect Rates Chart in Section B.2.4.
 - iv. For price evaluation purposes only, a sample lease project requiring the major tasks outlined in Section C, performance work statement, is included in this solicitation in Section J, Exhibit 14. The offeror's Price Proposal Volume shall include a completed pricing worksheet for this sample lease project. The pricing worksheet has been provided in Section J, Exhibit 15.
- d. Section K - Representations, Certifications, and Other Statements of Offerors

e. HUB zone business concerns that wish to waive the price evaluation preference provided in FAR clause 52.219-4, HUB zone Evaluation Waiver, must sign and return the waiver and return the signed clause with their proposal.

f. If a contractor teaming arrangement, including a joint-venture, has been proposed in accordance with FAR part 9.6, all arrangements must be identified and company relationships fully disclosed. This is not authorization for team arrangements in violation of antitrust statutes and does not limit the Government's right to

- i. require consent to subcontracts
- ii. determine, based on the stated contractor team arrangement, the responsibility of the prime.
- iii. Hold the prime fully responsible for contractor performance regardless of any team arrangement between a prime and subcontractors.

NOTE: In order to be awarded a contract, a contractor must be registered in the Central Contractor Registry (CCR) at <http://www.CCR.gov>. Instructions for registering can be found at the website.

L.6.6 INFORMATION TO BE INCLUDED IN SUBCONTRACTING PLAN VOLUME

a. Maximum practicable utilization of small, HUB Zone small, small disadvantaged, service-disabled veteran-owned and women-owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits. The Internal Revenue Service (IRS) expects that an offeror's subcontracting plan will reflect a commitment to assuring that firms in these small business categories are provided the maximum practicable opportunity, consistent with efficient contract performance, to participate as subcontractors in the performance of the resulting contract.

b. As a part of its initial offer, all Offerors (other than small businesses) shall prepare and submit a proposed small business and small disadvantaged business subcontracting plan, as prescribed in FAR 52.219-9 and outlined in Section J, Attachments, Exhibit 10, Department of the Treasury Small, HUB Zone Small, Small Disadvantaged and Women-Owned Small & Service Disabled Veteran-Owned Small Business Subcontracting Plan Outline. The goals stated in this attachment are applicable to this procurement and should be utilized for developing a subcontracting plan in response to this Request for Proposal. **The subcontracting plan must be accepted by the Government prior to award, and shall be made a part of any resultant contract.** In addition to this attachment, offerors shall also provide a record of previous performance in carrying out the goals of subcontracting plans.

i. Include a copy of the offeror's FY2004 SF294 and SF295 subcontract reports.

ii. If the offeror has had no previous contracts requiring a subcontracting plan, please include a statement to that effect in the proposal.

iii. The offeror shall select proposed subcontractors (including suppliers) on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the solicitation. Competitive solicitation of proposed subcontractors shall be discussed in this section. Non-competitive selection of proposed subcontractors must be justified.

iv. Unless expressly provided in any resulting contract, award of the contract shall not be construed as the consent or authorization by the IRS to the selection of any proposed subcontractor. An offeror submitting a commercial products plan can reflect this commitment through subcontracting opportunities it provides that relate to the offeror's production generally; i.e., for both its commercial and Government business.

c. The Contracting Officer may take each of the following actions:

i. Review the plan to verify that the offeror demonstrates an understanding of the small business subcontracting program's objectives and IRS's expectations with respect to the program and has included all the information, goals, and assurances required by FAR 52.219-9.

ii. Consider previous goals and achievements of contractors in the same industry.

iii. Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUB Zone small, small disadvantaged, and women-owned small business concerns.

iv. Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUB Zone small, small disadvantaged, service-disabled veteran-owned and women-owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.

d. Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

e. Participation of Small Disadvantaged Businesses ***Page Limitation: One Page***

SDB participation will be evaluated in all proposals including ones from small business entities. **All offerors, including small business concerns**, must provide, with their proposals, targets expressed as dollars and a percentage of the estimated contract value, \$3 Million annually (to include commissions paid to brokers by the lessors), and how the targets were developed.

There is no minimum requirement for SDB subcontracting; however, targets of less than 5% of the total contract value may not be acceptable. For large business concerns, the targeted amount for SDB's is counted in the overall 41% goal in the Subcontracting Plan discussed above.

Offerors shall address the complexity and variety of work to be performed by SDB's.

Offerors must confirm that potential subcontractors representing themselves as small disadvantaged business concerns are identified by SBA as a small disadvantaged business by accessing SBA's database PRO-net at the SBA.gov website or contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

Targets for SDB participation will be incorporated into the contract and become a part of the resulting contract.

L.6.7 INFORMATION TO BE INCLUDED IN TECHNICAL PROPOSAL VOLUME

a. The Technical Proposal Volume shall, at a minimum, be prepared in a format consistent with the evaluation criteria as specified in Section M of this solicitation. This volume shall contain sufficient detail to enable the Government to thoroughly evaluate the offeror's technical competence and ability to comply with the Performance Work Statement (PWS) as well as to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements. The offeror shall specifically address the actual methodology and approach proposed to accomplish the tasks associated with the evaluation criteria. The Technical Proposal shall be a stand-alone document containing all information necessary for the Government to perform a complete evaluation. In evaluating the Technical Proposal, the Government will consider only information contained in this volume. Information contained in any other volume submitted under this solicitation or in other documents will not be considered.

b. Offeror statements consisting solely of comments such as, the offeror "understands", can or "will comply with" the PWS (including referenced IRS publications, technical data, etc.); statements paraphrasing the PWS or parts thereof (including applicable IRS publications, technical data, etc.); and phrases such as "standard procedures will be employed" or well-known techniques will be used," etc., will be considered insufficient.

c. Each offeror shall submit an Executive Summary. The Executive Summary shall provide an overview of the offeror's approach to the Comprehensive Real Estate Services effort. If the proposal is comprised of a teaming arrangement, the offeror shall provide a brief summary of each team member to include: the full company name, address, point of contact and current phone number, a description of services the team member will perform under this contract and a reference to the applicable PWS area. This information shall also be provided for all major subcontractors.

d. No pricing information shall be included in the technical proposal. Each technical proposal shall be sufficiently complete and organized containing all essential information addressing the requirements in the solicitation, to ensure that the evaluation can be made on the basis of its content. It is important that the technical proposal follow the identified format and page limitations as deviation from required format may result in a proposal receiving a lower rating or being found unacceptable.

In order to receive maximum consideration in the technical evaluation process, offeror's technical proposals must, at a minimum, address all of the areas outlined. Simply repeating or paraphrasing the statement of work/specification is not acceptable. Technical proposals shall be prepared on 8 1/2 x 11-inch paper, **single-spaced**, in a commercially standard font, not smaller than a size 12 font. Elaborate binders, brochures, appendices, and illustrations are neither necessary nor desired. Legibility, completeness, and adherence to format and page limitations are essential.

Each sheet of the proposal shall be separately numbered in Arabic numbers. A page of paper printed on both sides is considered as two pages (e.g. if using doubled-sided, the front side would be page 1, the reverse side would be page 2).

Page limitations for responding to the evaluation factors and subfactors are stated within the individual evaluation factor or subfactor.

NOTE: Marking of Technical Data - As stated in the FAR Provision, FAR 52.215-1, if data is included in the proposals that should not be disclosed to the public, it must be marked per the instructions in the clause.

L.6.7.1 Evaluation Factors

The contractor shall address the following two factors in their technical proposal. Each factor shall be addressed and tabbed as a separate section.

Factor 1 - Management and Organization, Operational Approach, Staffing and Experience

This factor considers the merits of the offeror's plan for managing the contract, managing the work requirements, ensuring qualified personnel are available, coordinating work among widely dispersed offices and subcontractors, avoiding conflicts of interest and relevant experience. Offerors shall address the following subfactors in their proposals:

Subfactor 1(a) - Management and Organizational Plan

Page Limitation: *Three pages narrative, plus resumes that shall be limited to one page per person.*

Offeror shall identify their management and organizational plan for the contract to include

- (1) Their organizational structure, office locations, the role of personnel from each of the offices and their plan for interfacing with IRS personnel.
- (2) The address of the contractor's office to which task orders from the IRS should be sent.
- (3) A description of the overall plan of their organizational plan for managing the work required by the contract, including the use of subcontractors.
- (4) The staffing of key personnel positions (the primary contacts with IRS personnel as described in Section H of the solicitation). Resume(s) are required for the key personnel (project manager and alternate) including subcontractors who may serve as key personnel or alternates for key personnel. Resumes shall reflect education, experience, and clearly state why the person is well qualified for the position.
- (5) The availability of key personnel during normal work hours and on normal workdays, responsibility and lines of authority of key personnel as well as their plan for communicating and coordinating with the following IRS personnel: the

procuring contracting officer, the national and local program managers, the procuring contracting officers who will issue task orders, and the local program manager who will monitor the contractor's day-to-day performance. The plan should clearly address how coverage will be provided for the time zone of each local field Office.

- (6) The plan must address how organizational and individual conflicts of interest might occur with affiliated brokers who also represent lessors will be avoided and mitigated including procedures to ensure that procurement integrity requirements are not violated and the interest of the IRS and offerors on lease acquisitions who will have their proposals evaluated by the contractor are safeguarded. If the use of partners or subcontractors is proposed, also address this issue with regard to the partner or subcontractor. The plan shall address the requirements of Section H.3, Organizational Conflict of Interest, of the RFP and clearly describe the "conflict wall" that shall be established by the offeror.
- (7) The plan should address whether the firm has the appropriate licenses required to perform services under the contract or will have them prior to the contract start in the event they are awarded a contract. The plan should list any locations which are required to be serviced under the contract where the offeror is not currently licensed.

Subfactor 1(b) – Operational Plan

Page Limitation: *Three pages (3) for narrative information.*

The operational plan should demonstrate a thorough understanding of the requirements of the contract, the Offeror's ability to perform the specific tasks required by the solicitation, and the method that will be used to ensure quality control and obtain lease pricing in line with IRS performance goals. Proposals that merely offer to conduct the work in accordance with the IRS requirements, as described in the Work Requirements Section, will not be further considered. The data submitted for this factor must be concise, specific and complete, and shall demonstrate a thorough understanding of the requirements in the solicitation.

The plan shall specifically address the following:

- (1) The contractor's plan to provide coverage and timely service to all geographic areas required by the solicitation for transactions in excess of 10,000 sf, for projects in both metropolitan and rural areas.
- (2) The techniques and processes to be used to perform the specific tasks in the contract including how a task will be staffed and managed. Include the method for assigning personnel or subcontractors to task orders to ensure that qualified personnel are available during the normal business hours of the location where the task order is performed; that personnel performing the market survey or market analysis are experienced and knowledgeable of the local market; and that personnel who will oversee alterations and construction projects have adequate experience and will be available to local officials or for onsite inspections to expeditiously resolve problems.

- (3) It shall identify the quality control plan including techniques to be used to monitor projects, personnel, and subcontractors to ensure timely and quality performance in accordance with contract requirements, and to ensure problems and delays are identified and corrected in a timely manner. Both who will monitor the performance and how they will do it shall be addressed.
- (4) The method for keeping the COTR and LPM informed of the status of task orders in process.
- (5) Techniques to be employed to ensure that maximum competition is promoted and that rates negotiated for leases are fair and reasonable and in line with IRS' performance goals, i.e., rates equal to or less than CoStar or other fair market value criteria.
- (6) Any specialized ability, techniques, databases, or other methods to be utilized to ensure market analysis is sufficient to identify trends in the current local markets to promote fair and reasonable pricing.

Subfactor 1(c) Staffing Plan

Page limitation: *Two pages*

The staffing plan shall include:

- (1) Each category of personnel, including subcontractor personnel and/or partners, who will be assigned to perform contract tasks. Identify certification and licenses, years of commercial real estate experience related to the requirements of the solicitation, and education and training that shall be required for each category of personnel. Section H includes mandatory minimum experience requirements. The plan shall clearly indicate that proposed personnel will meet these minimum requirements. Their functional duties/responsibilities should be clearly identified. Resumes for specific personnel are not required as part of the staffing plan, except for the key personnel identified under Subfactor 2(a).
- (2) The approximate number of personnel by category from their firm and subcontractor firms who will be available to perform work on the contract.
- (3) Training that will be provided to each category of personnel, including subcontractor personnel to ensure they have a thorough knowledge of contract requirements, Federal laws and regulations that apply to the acquisition of leasehold interests, including critical procurement sensitivity and conflict of interest issues prior to being assigned to work on a task order.

Subfactor 1(d) Previous Experience

Page Limitation: Submit only the minimum number of pages necessary to provide the account data requested below. Submission of information other than that requested, including general client information, is unacceptable and will be evaluated.

Offer shall provide relevant experience (the corporate entity only – not individual personnel) in performing tenant representation commercial broker services. Relevant experience is previously performed work which is similar in size and complexity to the services described in the solicitation and completed no longer than three years ago as a prime contractor. In addition, offeror shall provide examples of experience performing these services using any subcontractors or partners proposed for use in meeting the requirements of this solicitation.

The Offeror must submit account data as outlined in items 1 through 11 below for a maximum of 10 clients. If the use of partners or subcontractors is proposed for more than 15% of work, include this information with regard to the partner or subcontractor. Experience will be considered which was completed no longer than 3 years ago or which has been currently in progress for longer than 6 months.

CLIENT ACCOUNT DATA TO BE SUBMITTED

1. Geographic coverage of account: Specify geographic coverage: nationwide or identify geographic area where service was provided.
2. Client Company Name.
3. Dates of Performance.
4. Type of Service: Specify the percentage that was for the (1) owner or (2) tenant representation.
5. Contract No. (If Federal or other governmental).
6. Contact Information: Name, title, phone number, fax number, and e-mail address (if available).
7. Size of National Account Portfolio: Square footage and number of leased properties.
8. Total number of full lease type transactions: To be considered a full lease type of transaction, services must have at minimum included performing a market survey, negotiating offers, and preparing lease contract documents for execution.
9. Number of Post Award Services: These would include transactions which required the offeror to monitor construction or alterations for the client and other services that were performed in connecting with client occupancy. Specify number and type of post award service performed.
10. Listing of locations where services were provided (provide list in the format below):

Lease Properties (City, State)	Space Type**	SQ FT

(Indicate type of property, office, warehouse, laboratory, other)**

11. List the number and types of subcontractors (other real estate firms, construction managers, A&E and/or Relocation services, etc.) utilized to provide services for the client.

Clients may be contacted to verify experience. It is the responsibility of the offeror to ensure that the client references provided are available to be contacted by the IRS and are willing to provide the requested information in a timely manner. It is recommended that the contacts be sent a letter authorizing them to provide information to the IRS on both experience and the quality of the past performance (See sample Section J, Exhibit 13). In the event that IRS is unsuccessful in contacting a reference, the Offeror will be given two (2) working days to have the reference contact the IRS. If after repeated attempts (three), the IRS is unable to contact a client provided by the Offeror with their account data, the reference may be excluded from

evaluation.

An offeror's previous experience will be evaluated to determine the relevancy to the requirements as outlined in Section C of this solicitation. The Government reserves the right to consider all aspects of an Offeror's performance history, but will attribute more significance to relevant work. To be considered relevant, the offeror's experience must be similar in nature, magnitude, and complexity to the work that is required in this solicitation. Experience will be considered similar if:

- (a) The functions, responsibilities, and control exercised were essentially the same as that required by Section C of this solicitation;
and,
- (b) Lease acquisition transactions performed included performing a market survey, negotiating the lease terms, and preparing the lease contract documents for execution;
and,
- (c) Services are of similar size and complexity as those which will be required by the IRS. Experience with an aggregate total of 30 annual lease acquisition transactions in at least 15 of the 50 States and/or Puerto Rico in the past three calendar years is considered to be of similar size and complexity;
and,
- (d) The transactions occurred in both major metropolitan and rural areas.

After an offeror's experience is determined to be relevant, the degree of relevancy will be determined. More relevant experience will be given more weight when considering the offeror's quality of performance (Factor 2). To assist evaluators, all offerors shall complete and return the following completed matrices.

Leasing Experience		
Provide number of projects in progress for more than 6 months or completed no more than 3 years ago for each category listed below.		
	No. of Federal Government Lease Projects	No. of Non-Federal Government Lease Projects
Nationwide		
Regionally		
Statewide		
Locally		

A. Federal Government Urban Lease Projects

Urban Locations					
Provide the number of Federal Government lease projects currently in progress for more than 6 months or completed no longer than 3 years ago.					
	$\leq 10k$ sf	>10k--20k sf	>20k– 30k sf	30k-40k sf	>40k sf
Lease Acquisition Only					
Lease Acquisition and Design of Office Space					
Lease Acquisition and Design and Construction of Office Space					
Lease Acquisition, Design and Construction of Office Space and Relocation of Tenants to New Site					
Other - Provide explanation below					

B. Federal Government Rural Lease Projects

Rural Locations					
Provide number of projects in progress for more than 6 months or completed no more than 3 years ago for each category listed below.					
	$\leq 10k$ sf	>10k--20k sf	>20k– 30k sf	30k-40k sf	>40k sf
Lease Acquisition Only					
Lease Acquisition and Design of Office Space					
Lease Acquisition and Design and Construction of Office Space					
Lease Acquisition, Design and Construction of Office Space and Relocation of Tenants to New Site					
Other – Provide explanation as an attachment of no more than one page.					

C. Types of Space in Lease Projects

Types of Space in Federal Government Lease Projects

Provide number of projects in progress for more than 6 months or completed no more than 3 years ago for each category listed below.

	≤ 10k sf	>10k--20k sf	>20k– 30k sf	30k-40k sf	>40k sf
Office					
Computer Room(s)					
Warehouse or Industrial					
Flexspace or Hoteling					
Other – Provide explanation as an attachment of no more than one page.					

Non-Federal Government Leasing Experience

A. Non-Federal Government Urban Lease Projects

Urban Locations

Provide the number of Non-Federal Government lease projects currently in progress or completed no longer than 3 years ago.

	≤ 10k sf	>10k--20k sf	>20k– 30k sf	30k-40k sf	>40k sf
Lease Acquisition Only					
Lease Acquisition and Design of Office Space					
Lease Acquisition and Design and Construction of Office Space					
Lease Acquisition, Design and Construction of Office Space and Relocation of Tenants to New Site					
Other - Provide explanation below					

B. Non- Federal Government Rural Lease Projects

Rural Locations					
Provide the number of Non-Federal Government lease projects currently in progress for 6 months or completed no longer than 3 years ago.					
	≤ 10k sf	>10k--20k sf	>20k– 30k sf	30k-40k sf	>40k sf
Lease Acquisition Only					
Lease Acquisition and Design of Office Space					
Lease Acquisition and Design and Construction of Office Space					
Lease Acquisition, Design and Construction of Office Space and Relocation of Tenants to New Site					
Other – Provide explanation as an attachment of no more than one page.					

C. Types of Space Non-Federal Lease Projects

Types of Space in Non-Federal Government Lease Projects					
Provide number of projects in progress for more than 6 months or completed no more than 3 years ago for each category listed below.					
	≤ 10k sf	>10k--20k sf	>20k– 30k sf	30k-40k sf	>40k sf
Office					
Computer Room(s)					
Warehouse or Industrial					
Flexspace or Hoteling					
Other – Provide explanation as an attachment of no more than one page.					

Factor 2 – Quality of Past Performance

Page Limitation: *Submit only the minimum number of pages necessary to provide the account data requested below. Submission of information other than that requested, including general client information, is unacceptable and will not be evaluated.*

For Offeror experience determined to be relevant (see Factor 2 (d)), the following attributes of the offeror's performance will be evaluated.

- **Quality of Services:** the degree to which the offeror conformed to contract requirements and standards of good workmanship.
- **Cost Control:** the degree to which the offeror adhered to budget estimates.
- **Timeliness:** the degree to which the offeror adhered to schedules including the administrative aspects of performance.
- **Business Relations:** the offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction and overall businesslike concern for the customer.

The evaluation will be a subjective assessment on how well each Offeror has satisfied its customers in the past. It will not be based on absolute standards of performance. The Government reserves the right to consider all aspects of an Offeror's performance history, but will attribute more significance to work that was similar in nature, magnitude, and complexity to the work that will be required by the contract described in this solicitation. Previous clients may be contacted for their evaluation of the Offeror's performance.

The Government may also contact an Offeror's former customers and business associates, Federal, State and Local Government agencies, electronic databases, and other sources of information. The Government will obtain previous clients' opinions concerning services provided by the Offeror as they relate to the subfactors listed above, as well as effective employee management, honesty, and cooperative behavior.

Offerors are encouraged to provide information on problems encountered with any of the clients identified under the experience factor or with other potential sources or references and explain any corrective actions taken to resolve problems.

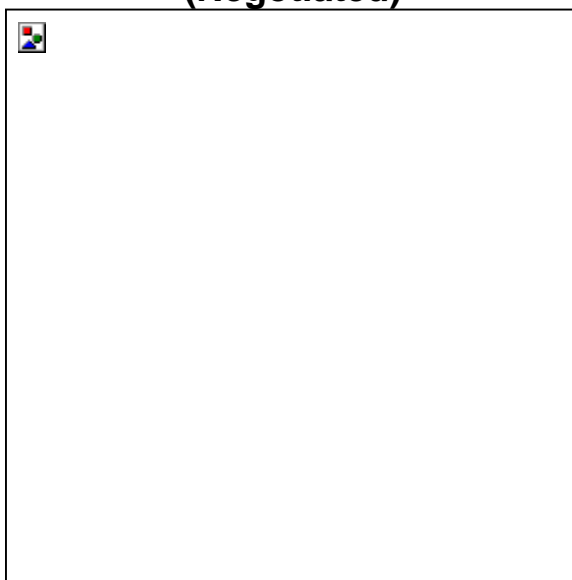
Expressed facts and opinions obtained as part of the quality of past performance evaluation constitute protected "Source Selection Information". Past performance information is proprietary information. IRS will only discuss past performance information directly with the prospective prime or subcontractor being reviewed. If there is a problem with the past performance of a proposed sub-contractor, the Offeror can be notified of a problem, but no details may be discussed without the sub-contractor's permission. Offerors are encouraged to provide a written consent form for each proposed sub-contractor to the release of its respective past performance information to the Offeror (see Exhibit 13 in Section J).

Offerors without a record of recent and relevant experience or for whom information on quality of past performance is not available will not be evaluated favorably or unfavorably on quality of past performance and, as a result, will receive a "neutral/unknown confidence" rating.

L.7. SOLICITATION PROVISIONS (NEGOTIATED PROCUREMENT)**TABLE OF CONTENTS**

PROVISION NUMBER	48 CFR REFERENCE	DATE	TITLE
1.	52.204-6	OCT 2003	Data Universal Numbering System (DUNS) Number
2.	52.215-1	JAN 2004	Instructions to Offerors—Competitive Acquisition
3.	52.216-1	APR 1984	Type of Contract
4.	52.222-24	FEB 1999	Preaward On-Site Equal Opportunity Compliance Evaluation
5.	52.233-2	AUG 1996	Service of Protest
6.	52.252-1	FEB 1998	Solicitation Provisions Incorporated by Reference
7.	1052.219-71	MAR 2002	Subcontracting Plan

SOLICITATION PROVISIONS (Negotiated)



This is a Requirements contract for no-cost broker support services for tenant representation. The contract also includes provisions for issuance of fixed-price or labor hour task orders for Architect/engineering and relocation services should the lessor decline to provide these services.

1. 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity). (End of provision)

2. FAR 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

a) *Definitions.* As used in this provision—

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may

be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by

the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency. (End of provision)

3. FAR 52.216-1 TYPE OF CONTRACT (APR. 1984)

The Government contemplates award of a Requirements Contract for broker services with a base year and four one-year option periods resulting from this solicitation. In addition, the contemplated contract includes provisions for task orders to provide Architect/Engineering and relocation services should the Lessor decline to provide these services. Task orders requirements will be awarded only for those facilities which the contractor has provided the IRS with broker services. (End of provision).

4. FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246. (End of provision)

5. FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Donna Andersen, Contracting Officer
Internal Revenue Service
6009 Oxon Hill Road
Oxon Hill MD 20745

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO. (End of provision)

NOTE: PROTESTS FILED DIRECTLY WITH THE INTERNAL REVENUE SERVICE

- (a) The filing time frames in FAR 33.103(e) apply. An agency protest is filed when the protest complaint is received at the location the solicitation designates for serving protests. IRS's hours of operation are 8:00 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. will be considered received and filed the following business day.
- (b) A protest filed directly with the Internal Revenue Service (IRS) must:
 - (1) Indicate that it is a protest to the agency.
 - (2) Be filed with the Contracting Officer.
 - (3) Include the information required by FAR 33.103(d)(2):

- (i) Name, address, fax number, and telephone number of the protester.
 - (ii) Solicitation or contract number.
 - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
 - (iv) Copies of relevant documents.
 - (v) Request for a ruling by the agency.
 - (vi) Statement as to the form of relief requested.
 - (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
 - (viii) All information establishing the timeliness of the protest (see paragraph (b) of this provision).
- (c) IRS may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of IRS.

6. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/>. (End of provision)

7. 1052.219-71 SUBCONTRACTING PLAN (MAR 2002)

As part of its initial proposal, each large business offeror shall submit a subcontracting plan, as prescribed in FAR 52.219-9. Use of the subcontracting plan outline contained in Section J of this solicitation is optional, however, plans must contain all elements included in the outline.
(End of provision)

(END OF PAGE)

SECTION M

METHODOLOGY AND FACTORS FOR AWARD

M.1. METHOD OF AWARD

Competitive negotiated best value trade off source selection procedures will be used to evaluate proposals, and award will be made to the responsible firm offering the best value to the Government after evaluation of both the total evaluated contract price and non-priced technical factors. Proposals must be submitted in the requested format and adhere to the specified page limitations. **All technical nonpriced factors when combined are significantly more important than price**, but, as proposals become more equal in their technical merit, the evaluated price becomes more important. The Government may make trade offs between price and technical merit when determining if the increased technical merit is worth the increased price.

Unless award is made based on initial offers, without discussions, as stated in FAR clause 52.215-1 in Section L, after price and technical proposals are evaluated, a competitive range of the most highly rated proposals may be established. The CO may determine that the number of most highly rate proposals that might be included in the competitive range exceeds the number at which an efficient competition can be conducted. If so, the competitive range may be limited for efficiency. The total evaluated contract price, the price for the base year plus each option year, is the price that will be used along with the technical evaluation to determine the competitive range.

The Government may seek clarification of proposals and award without discussions. When seeking clarifications, offerors shall not be allowed to make any changes to their proposals. Clarifications do not constitute discussions.

If discussions are conducted, they will be held with firms in the competitive range in order to advise them of significant weaknesses or deficiencies in their proposals. Upon conclusion of discussions, offerors in the competitive range will be provided a reasonable opportunity to submit any price or technical revisions to their proposals that may result from the discussions.

M.2. PRICE EVALUATION METHOD

M.2.1 A price evaluation of the total price proposed for the sample lease project will be evaluated for price reasonableness. Rates, commissions and credits proposed in Section B shall be used by offerors to prepare a proposed total price which includes the prices for the base and all option years.

M.2.2 The HUB Zone adjustment and preference will be applied to the hourly rates for each labor category for the base year plus each option year. Adequate price competition will normally determine price reasonableness; however, other techniques, may be used to ensure a realistic, fair, and reasonable price. Price evaluation will not be assigned a numerical weight, point score, or adjectival rating.

In accordance with FAR 19.13, offers from HUB zone small business concerns will receive a price evaluation preference by adding 10% to the total proposed price for the base and all option years for the sample lease project, provided in Exhibit 14 on the list of Attachments in Section J, for all non-HUBzone offers, except HUB zone small business concerns that have not waived the evaluation preference in accordance with FAR clause 52.219-4 and otherwise successful offers from small businesses. Offerors shall indicate at FAR Clause 52.219-4 if they elect to waive the price preference.

An Offeror claiming HUB zone preferences must be on the SBA list of Qualified HUB zone concerns.

In accordance with FAR clause 52.215-1(e) (8) in Section L, the Government may determine that a price proposal is unacceptable if the option prices are significantly unbalanced.

M.3. NON-PRICED TECHNICAL EVALUATION FACTORS:

In addition to price, the Government will evaluate the following non-priced technical factors and their subfactors. **The two non-priced factors are of equal importance.** The relative importance of the subfactors is identified within each factor. **The non-priced factors, when combined, are significantly more important than price.**

Factor 1 - Management and Organization, Operational Approach, and Staffing Plan (Subfactors (a), (b), (c) and (d) are of equal importance)

- Subfactor (a) Management and Organization

Organization structure for interfacing with the Government to include coordinating with Government national and field personnel who have responsibilities under the contract, providing highly qualified and experienced key personnel, managing a nationwide workload among widely dispersed offices or subcontractors, avoiding or mitigating conflicts of interest, and having licenses required to provide services under the contract.

- Subfactor (b) Operational Plan

Understanding of contract work requirements, the plan to provide coverage and timely service to all locations required under the contract, the understanding of Federal lease laws and regulations, the adequacy of quality control methods and procedures, methods to ensure maximum competition is obtained in lease acquisitions, and any specialized abilities and techniques or methods an Offeror will utilize to promote competition and reasonable pricing.

- Subfactor (c) Staffing Plan

Plan for ensuring sufficient experienced, licensed, trained and otherwise qualified personnel are available to perform services required by the contract.

- Subfactor (d) Previous Experience

An offeror's previous experience will be evaluated to determine the relevancy to the requirements as outlined in Section C of this solicitation. The Government reserves the right to consider all aspects of an Offeror's experience history, but will attribute more significance to relevant work. To be considered relevant, the offeror's experience must similar in nature,

magnitude, and complexity to the work that is required in this solicitation. Experience will be considered similar if:

- (a) The functions, responsibilities, and control exercised were essentially the same as that required by Section C of this solicitation;
and,
- (b) Lease acquisition transactions performed included performing a market survey, negotiating the lease terms, and preparing the lease contract documents for execution;
and,
- (c) Services are of similar size and complexity as those which will be required by the IRS. Experience with an aggregate total of 30 annual lease acquisition transactions in at least 15 of the 50 States and/or Puerto Rico in the past three calendar years is considered to be of similar size and complexity;
and,
- (d) The transactions occurred in both major metropolitan and rural areas.

After an offeror's experience is determined to be relevant, the degree of relevancy will be determined. More relevant experience will be given more weight.

Factor 2 - Quality of Past Performance:

1. An offeror's quality of past performance will be evaluated as an indicator of an offeror's ability to perform the contract successfully. Only experience of the corporate entity as a prime contractor, not individual personnel, will be considered. The evaluation of quality of performance is a subjective assessment of how well each offeror has satisfied its customers in the past. It will not be based on absolute standards of performance. The Government reserves the right to consider all aspects of an Offeror's performance history, but will attribute more significance to work that was similar in nature, magnitude, and complexity to the work that will be required by the contract described in this solicitation. Of equal importance in evaluating the quality of an offeror's performance is:

- **Quality of Services:** conforming to contract requirements and standards of good workmanship.
- **Cost Control:** the contractor's adherence to budget estimates.
- **Timeliness:** the contractor's adherence to schedules including the administrative aspects of performance.
- **Business Relations:** the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction, and the contractor's overall businesslike concern for the customer.

2. Interviews may be conducted with references provided with client account information to verify the quality of the offeror's performance. The IRS may also contact an offeror's former customers and business associates, Federal, State and Local Government agencies, electronic databases, and other sources of information. The Government may obtain previous clients' opinions concerning services provided by the Offeror as they relate to (1) the performance factors listed above; (2) effective employee management, honesty, and cooperative behavior; (3) would they use the Offeror's services again; and (4), any substantial past performance problems that would present an unacceptable risk to the Government.

3. Neutral Rating: Offerors without a record of recent and relevant quality of performance or for whom information on quality of performance is not available will not be evaluated favorably or unfavorably on quality of past performance and as a result, will receive a "neutral/unknown confidence" rating.

M.4. 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s). (End of clause)